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ELECTRONICALLY
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Superior Court of California,
County of San Francisco
08/05/2024
Clerk of the Court
BY: EDWARD SANTOS
Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF SAN FRANCISCO**

9 **JAMIE JWEINAT and RICHARD**) **CASE NO.:** Case No. CGC-23-605149
10 **LECHLEITNER, individually and on**)
11 **behalf of all others similarly situated,**)
12 **Plaintiff,**) **DECLARATION OF TODD M.**
13 **vs.**) **FRIEDMAN IN SUPPORT OF**
14 **LOANDEPOT.COM, LLC; and DOES 1-**) **PLAINTIFFS' MOTION FOR**
15 **10 inclusive,**) **PRELIMINARY APPROVAL OF CLASS**
16 **Defendant**) **ACTION SETTLEMENT**
17) **Date: September 18, 2024**
18) **Time: 9:30 a.m.**
19) **Dept: 302**
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DECLARATION OF TODD M. FRIEDMAN

I, TODD M. FRIEDMAN, declare:

1. I am one of the attorneys for the plaintiffs in this action, Jamie Jweinat and Richard Lechleitner (“Plaintiffs”). I am an attorney licensed to practice law in the State of California since 2001, the State of Illinois since 2002, and the State of Pennsylvania since 2011. I have been continuously licensed in California since 2001, Illinois since 2002, and Pennsylvania since 2011, and am in good standing with the California State Bar, Illinois State Bar, and Pennsylvania State Bar. I have litigated cases in both state and federal courts in California, Colorado, Florida, Ohio and Illinois. I am also admitted in every Federal district in California and have handled federal litigation in the federal districts of California.
2. The declaration is based upon my personal knowledge, except where expressly noted otherwise.
3. I submit this declaration in support of the Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class in the action against defendant loanDepot.com, LLC (“loanDepot” or “Defendant”).

CASE HISTORY

4. Plaintiffs filed an initial class action complaint on September 21, 2022. In the Complaint, Plaintiffs alleged that loanDepot violated the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.* (the “EFTA”) by failing to provide Plaintiffs with copies of their written preauthorized electronic fund transfers. Plaintiffs also alleged a derivative claim under the “unlawful” prong of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”).
5. On December 8, 2022, Defendant filed a motion to dismiss the Federal Class Action under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) based on Plaintiffs’ lack of Article III standing and failure to allege statutory standing under the UCL. The Federal Class Action was dismissed without prejudice on February 14, 2023, for lack of subject matter jurisdiction due to Plaintiffs’ lack of injury in fact.
6. On March 14, 2023, Plaintiffs re-filed their class action complaint (the “Complaint”) in the Superior Court of California, County of San Francisco, asserting virtually identical allegations and causes of action. (*Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-60514 (the “Action”).) The Parties engaged in

informal discovery in connection with private mediation.

- 1 7. The Parties attended a full-day mediation session with the Hon. Suzanne H. Segal, Ret.
2 of Signature Resolution on October 6, 2023. Through her guidance, a settlement in
3 principle was reached.
- 4 8. Defendant strongly contested both the legal and factual issues in this matter. Defendant
5 further contested class certification on numerous grounds.
- 6 9. A Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) was
7 ultimately agreed upon by the Parties. Attached hereto as Exhibit A is a true and correct
8 copy of the Settlement Agreement.

9 SETTLEMENT TERMS AND CLASS DEFINITION

- 10 10. Pursuant to the Agreement, those persons in the Settlement Class (defined below) who
11 submit a valid and timely claim form approved by the claims administrator (“Claims
12 Administrator”) will receive a pro rata distribution from a settlement fund funded by
13 Defendant (“Settlement Fund”) after payment of settlement administration costs
14 incurred by the Claims Administrator in carrying out their settlement administration
15 responsibilities (“Settlement Administration Costs”), attorneys’ fees, costs of litigation,
16 taxes or tax-related expenses incurred by or in connection with the creation of the
17 Settlement Fund, and any incentive payment(s) to Plaintiffs Jamie Jweinat and Richard
18 Lechleitner (“Class Representatives”).
- 19 11. Defendant will make a payment of \$1,025,000 to fund the Settlement Fund.
- 20 12. Payments to Settlement Class Members who timely submit valid claim forms, and
21 whose claims are approved (“Qualified Settlement Class Members”), will be
22 apportioned in the form of a check. The amount of the check received by each such
23 claimant will be calculated on a pro rata basis by deducting attorneys’ fees, costs,
24 settlement administration expenses, and incentive awards to the Class Representatives
25 from the net amount in the Settlement Fund, and dividing the remainder by the total
26 number of valid and timely claims submitted by Settlement Class Members and
27 approved by the Claims Administrator. The Claims Administrator will send payment
28 via mail by check to each such claimant.
13. The Settlement Class refers to:

“All persons in the United States whose bank accounts were debited on a reoccurring basis by Defendant without such person being provided a copy of the authorization to make a preauthorized electronic fund transfer, between September 21,

2021, and October 6, 2023, inclusive, except loanDepot, its employees, officers, and directors, and the Court staff and judge(s) assigned to this matter.” (Agreement § 2.33)

14. Plaintiffs contend that the Settlement Class as so defined satisfies the requirements of Certification for Settlement Purposes because all persons in the Settlement Class are persons who had their bank accounts debited by Defendant without receiving a copy of an authorization to make a preauthorized electronic funds transfer between September 21, 2021 and October 6, 2023. The total number of individuals in the Settlement Class is approximately 117,836. This was confirmed in informal discovery.
15. The Parties propose that Postlethwaite & Netterville (“P&N”) be appointed as Claims Administrator. P&N specializes in providing administrative services in class action litigation, and has extensive experience in administering consumer protection and privacy class action settlements.
16. It is my opinion that the Settlement Class as defined satisfies the requirements of Certification for Settlement Purposes because all persons in the Settlement Class are persons who had their bank accounts debited by Defendant without receiving a copy of an authorization to make a preauthorized electronic funds transfer.
17. The members of the Settlement Class for whom email address information is known will be sent a direct email notice explaining they are entitled to receive settlement benefits.
18. The members of the Settlement Class for whom mailing address information is known will be sent a direct mail notice explaining they are entitled to receive settlement benefits.
19. P&N will also be providing publication notice in this matter in addition to email and direct mail notice.
20. As part of the notice program, members of the Settlement Class will be informed that in order to receive monetary payment, they must submit a valid and timely claim form.
21. Defendant maintains contact information, including name, address, email address, and phone number, for most members of the Settlement Class. P&N will also make efforts to verify mailing addresses where needed, as set forth above. As a result, it is anticipated that members of the Settlement Class will be easy to reach with both notice and payment.
22. The Claims Administrator shall establish and maintain a Settlement Website that (i) enables members of the Settlement Class to submit a claim and access and download the

1 various forms of notice and the claim form, (ii) provides contact information for Class
2 Counsel, (iii) and provides access to other relevant documents. Such documents shall
3 include the Settlement Agreement, the Preliminary Settlement Approval Order, a
4 downloadable Opt Out Form for anyone wanting to print a hard copy and mail in the Opt
5 Out Form, the Complaint, a list of frequently asked questions and answers (appended to
6 one of the forms of notice), any subsequent notices agreed to by the Parties, and any
7 rulings issued by the Court (including, when filed, the Final Settlement Approval
8 Order). All forms of notice of the Settlement shall include the address (URL) of the
9 Settlement Website. The Claims Administrator shall maintain the Settlement Website
10 until at least 30 days following Final Approval of the Settlement.

- 11 23. No later than fourteen days after entry of the Preliminary Approval Order, the Claims
12 Administrator shall set up a toll-free telephone number for receiving toll-free calls
13 related to the Settlement. That telephone number shall be maintained until thirty (60)
14 days after the deadline for members of the Settlement Class to submit claims.

15 ADEQUACY OF SETTLEMENT

- 16 24. Defendant shall provide class benefits of \$1,025,000. Settlement Class Members who
17 submit a valid and timely claim form whose claim is approved will receive a cash
18 payment from the Settlement Fund in the form of a check on a pro rata basis after
19 deducting Settlement Administration Costs, attorneys' fees, costs, taxes or tax-related
20 expenses incurred by or in connection with the creation of the Settlement Fund, and
21 incentive payments to the Class Representatives. If any settlement checks are returned,
22 P&N will attempt to obtain a new mailing address for that individual by (a) checking
23 each address against the United States Post Office National Change of Address
24 Database; (b) conducting a reasonable search to locate an updated address for any
25 Settlement Class Member whose settlement check is returned as undeliverable; (c)
26 updating addresses based on any forwarding information received from the United
27 States Post Office; and (d) updating addresses based on any requests received from
28 Settlement Class Members
- 25 25. Any incentive payment awarded to the Class Representatives, any attorneys' fees and
26 costs awarded to Class Counsel, and Settlement Administration Costs are to be paid
27 from the Settlement Fund by Defendant as follows:

- 1 a. Settlement Administration Costs, estimated by P&N to be no more than
2 \$110,000.00, and capped at \$150,000.00. (See Claims Estimate from P&N
3 Attached hereto as Exhibit “B”).
4 b. Attorneys’ fees to Class Counsel, as approved by the Court, up to \$341,632.50;
5 c. Costs to Class Counsel, as approved by the Court, up to \$15,000; and
6 d. Incentive Awards, as approved by the Court, to each Class Representative in an
7 amount up to \$10,000.

8 26. The costs of notice by mail and claims administration will be paid as part of the
9 Settlement Fund.

10 27. The proposed Settlement contemplates that the Class Representatives will request an
11 incentive award in the amount of \$10,000 each to Mr. Lechleitner and Ms. Jweinat, as
12 proposed by Class Counsel, subject to Court approval. Defendant has agreed not to
13 oppose a request for such incentive award in the agreed-upon amount.

14 28. The proposed Settlement contemplates that Class Counsel shall be entitled to apply to
15 the Court for an award of attorneys’ fees, costs, and expenses to be paid out of the
16 Settlement Fund. Defendant has agreed not to oppose an application by Class Counsel
17 for an award of attorneys’ fees up to \$341,632.50, which represents 33.33% of
18 \$1,0250,000. I believe the excellent results of this Settlement warrant attorneys’ fees in
19 this amount, as well as the risk my law firm undertook in litigating this matter. The
20 attorneys’ fees and costs application will be prepared solely by Class Counsel, and any
21 attorneys’ fees and costs shall be paid to all counsel through Class Counsel.

22 29. As Defendant maintains both email and physical address information for most of the
23 members of the Settlement Class, notice is to be provided by email to all persons for
24 whom loanDepot has valid email addresses, and mail to all persons for whom loanDepot
25 has a valid mailing address. A reverse lookup will be conducted by P&N for all
26 individuals for whom Defendant does not maintain address information. A Short Form
27 Notice will be sent to those individuals for whom address information can be located by
28 P&N.

29 30. The \$1,025,000 in Settlement Fund shall pay for the Settlement. Class Counsel have
30 prepared a direct mail notice (“Short Form Notice”), a true and correct copy of which is
31 attached as an exhibit to the Settlement Agreement (Exhibit “C”). Class Counsel have
32 also prepared a formal and lengthy notice in a question & answer format (“Long Form

1 Notice”) to be posted on the Settlement Website that will be created upon preliminary
2 approval of this class action settlement by the Court. (Also attached as an Exhibit to the
3 Settlement Agreement).

4 31. Defendant participated in the drafting of the above-mentioned notices.

5 32. The proposed notices adequately inform the members of the Settlement Class about the
6 Settlement and their rights to opt out or object to the Settlement. I believe the proposed
7 notice program complies with any and all notice requirements. P&N, the Parties’
8 proposed Claims Administrator, will use the records from Defendant to send out the
9 Short Form Notice within thirty (30) days of preliminary approval, where possible.

10 33. I am unaware of any conflict of interest between Plaintiffs and any member of the
11 Settlement Class or between Plaintiffs and Plaintiffs’ attorneys.

12 34. I am unaware of any competing litigation.

13 RISKS OF CONTINUED LITIGATION

14 35. Taking into account the burdens, uncertainty and risks inherent in this litigation, Class
15 Counsel have concluded that further prosecution of this action could be protracted,
16 unduly burdensome, and expensive, and that it is desirable, fair, and beneficial to the
17 class that the action now be fully and finally compromised, settled and terminated in the
18 manner and upon the terms and conditions set forth in the Settlement Agreement.

19 36. The named Plaintiffs and their counsel believe that the claims asserted in the action have
20 merit. However, taking into account the risks of continued litigation, as well as the
21 delays and uncertainties inherent in such litigation, including the risks in any subsequent
22 appeal, they believe that it is desirable that the action be fully and finally compromised,
23 settled and terminated now with prejudice, and forever barred pursuant to the terms and
24 conditions set forth in this Settlement Agreement. Class Counsel have concluded that
25 with the monetary benefits offered by the Settlement, and with the deterrent effects of
26 this Settlement, the terms and conditions of this Settlement Agreement are fair,
27 reasonable and adequate to the proposed Settlement Class, and that it is in the best
28 interests of the proposed Settlement Class to settle the action.

37. Further recent developments in case law under the EFTA show substantial risks
regarding both merits and certification issues, and were given due weight in settlement
discussions.

38. As such, it is my belief as Class Counsel that this Settlement represents an outstanding

1 result for the Settlement Class. The result that was achieved is highly favorable in my
2 opinion to the Settlement Class, and was achieved without subjecting members of the
3 Settlement Class to the risks and delay associated with further litigation.

4 39. A Settlement was finalized, agreed upon by all Parties and counsel and a formal
5 Settlement Agreement was executed. This motion for preliminary approval of class
6 action settlement followed, which Defendant has agreed in the Settlement Agreement
7 not to oppose.

8 CLASS COUNSEL'S EXPERIENCE

9 40. The Law Offices of Todd M. Friedman, P.C. seeks appointment as Class Counsel
10 in this Action. I am informed and believe that Class Counsel are qualified and able to conduct
11 this litigation as a class action.

12 41. As one of the main plaintiff litigators of consumer rights cases in Southern
13 California, I have been requested to and have made regular presentations to community
14 organizations regarding debt collection laws and consumer rights.

15 42. I have extensive experience prosecuting cases related to consumer issues. My
16 firm, The Law Offices of Todd M. Friedman, P.C., in which I am a principal, has litigated over
17 2000 individual based consumer cases and litigated over 200 consumer class actions. These
18 class actions were mostly litigated in federal courts in California, as well as California State
19 Courts. Approximately 100% percent of my practice concerns consumer litigation in general,
20 with approximately 90% of my class action experience involving consumer protection.

21 43. Therefore, my experience in litigating class actions and my years in practice
22 allow me to provide outstanding representation to the Settlement Class. I will continue to strive
23 to fairly, responsibly, vigorously and adequately represent the putative class members in this
24 action.

25 44. I am unaware of any conflicts of interest between Plaintiff and putative class
26 members and between proposed class counsel and the other parties to this litigation.

27 45. The Law Offices of Todd M. Friedman has served as plaintiff's counsel in at
28 least the following class actions where a settlement was reached on a class-wide basis and has
achieved over \$300,000,000 in class-wide relief for consumers and employees.

- 1 a. *Dancer v. L.A. Times*, BC472154 (L.A. Superior Court) (common fund class-
wide settlement of \$3 million to \$4 million; final approval granted);
- 2 b. *Couser v. Comenity Bank*, 3:12-cv-02484-MMA-BGS (S.D. Cal.) (\$8.475
3 million class-wide settlement achieved; final approval granted);
- 4 c. *Stemple v. QC Financial Services Group of California, Inc.*, 3:12-cv-01997-
5 CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent
6 class-wide settlement of \$1.5 million achieved; final approval granted);
- 7 d. *Couser v. Apria Healthcare, Inc.* 8:13-cv-00035-JVS-RNB (C.D. Cal.) (common
8 fund class-wide settlement of \$400,000 to \$750,000; final approval granted);
- 9 e. *Abdeljalil v. General Electric Capital Corporation*, 12-CV-02078-IEG-RBB
10 (S.D. Cal.) (class-wide settlement with common fund of \$6.125 million
achieved; final approval granted);
- 11 f. *Fox v. Asset Acceptance*, 3:13-CV-00922-DMS-BGS (S.D. Cal.) (common fund
12 of \$1 million in class-wide relief achieved; final approval granted);
- 13 g. *Friedman v. LAC Basketball Club, Inc.*, 2:13-cv-00818-CBM-AN (C.D. Cal.)
14 (class-wide settlement achieved; final approval granted);
- 15 h. *Gerich et al. v. Chase Bank USA et al.* Case No 1:12-cv-5510 (N.D. Ill.) (class-
16 wide settlement of \$34 million; final approval granted);
- 17 i. *Than Zaw v Nelnet, Inc.*, Penal Code § 632 class – (Achieved class-wide
18 settlement of \$1,188,110; final approval granted);
- 19 j. *Medeiros v HSBC*, (common fund settlement of \$4.5 million - \$6.5 million
20 achieved; final approval granted);
- 21 k. *Ann Fox v. Spectrum Club Holding Company et al.*, Case No. 2:14-CV-06766-
22 PSG-FFMx (class-wide settlement; final approval granted);
- 23 l. *Sayan Aboudi v. T-Mobile USA, Inc.*, Case No. 3:12-cv-02169-BTM-NLS (class-
24 wide settlement in TCPA case, with common fund of \$2.5 million to \$5 million
and average per class member payment of \$500; final approval granted);
- 25 m. *Andrew Roseman v. BGASC, LLC, et al.*, Case No. EDCV 15-1100-VAP (SPx)
26 (C.D. Cal.) (class-wide relief achieved; final approval granted);
- 27 n. *Everado Gonzalez v The Scotts Company*, Case No. BC577875, Consolidated
28 with Case No: BC570350 (LASC) (class-wide settlement of \$925,000 in wage

and hour class action on behalf of approximately 603 employees achieved; final approval granted);

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2 o. *Payton v Luxe Valet*, Case No. BC588462 (LASC) (\$2.4 million class-wide
3 settlement on behalf of 1,800 employees misclassified as independent contractor;
4 final approval granted);
- 5 p. *Shelby v Two Jinn, Inc.*, Case No. 2:15-cv-03794-AB-GJS (C.D. Cal.) (EFTA
6 class action involving no cognizable actual damages, with company net worth of
7 \$25 million, settled for non-reversionary common fund of \$457,000, despite
8 liability under 15 U.S. Code § 1693m(a) likely being only \$250,000; zero
9 objections; final approval granted);
- 10 q. *Couser v Dish One Satellite*, Case No. 5:15-cv-02218-CBM-DTB (C.D. Cal.)
11 (TCPA class action; final approval granted);
- 12 r. *Couser v Dish One Satellite*, Case No. RIC 1603185 (Riverside S.C.) (Penal
13 Code 632 class action; final approval granted);
- 14 s. *De La Paz v Accurate Courier NCA LLC*, Case No. 16CV00555 (Santa Cruz
15 County Superior Court) (PAGA and Labor Code class action; final approval
16 granted);
- 17 t. *Ross v Zurixx LLC*, Case No. 34-2016-00190874 (Sacramento SC) (UCL, FAL
18 and CLRA class action alleging false advertising for real estate educational
19 courses, non-reversionary common fund settlement for over \$600 per class
20 member; final approval granted);
- 21 u. *Eubank v Terminix International, Inc.*, Case No. 3:15-cv-00145-WQH-JMA
22 (PAGA settlement reached in wage and hour action on behalf of pest control
23 technicians; final approval granted);
- 24 v. *Holland v Tenet Healthcare Corporation*, Case No. 15CVP0226 (Superior Court
25 of San Luis Obispo County) (PAGA settlement reached in wage and hour action
26 on behalf of nurses; final approval granted);
- 27 w. *Jonathan Weisberg, v. HD Supply, Inc.*, Case No. 15-cv-08248-FMO (MRWx)
28 (class-wide settlement in TCPA class action, settled for \$1.225 million; final
approval granted);
- x. *Miler v Pacific Auto Wash Partners*, Case No. 30-2015-00813013-CU-OE-CXC
(wage and hour class action; final approval granted);

- 1 y. *Sonia Barrientos v Law Office of Jeffrey H. Jordan*, Case No. 2:15-cv-06282-
2 JAK-GJS (FDCPA/RFDCPA letter class action, settled on class wide basis; final
3 approval granted);
- 4 z. *Tahmasian v Midway Rent A Car*, Case No. 30-2015-00813013-CU-OE-CXC
5 (LASC) (PAGA and Labor Code class action; final approval granted);
- 6 aa. *Craig Cunningham v Lexington Law Firm*, Case No. 1:17-cv-00087-EJF (N.D.
7 UT) (TCPA class action MDL involving solicitation prerecorded voice calls
8 made by a third party, vicarious liability alleged; final approval granted).
- 9 bb. *Sheena Raffin v Mediacredit, Inc.*, et al., Case No. 2:15-cv-04912-MWF-PJW
10 (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by Hon. George H.
11 King Ret under Rule 23(b)(2) and (b)(3) by contested motion on behalf of 11,000
12 class members whose calls were recorded without knowledge or consent, settled
13 for \$5 million; final approval granted);
- 14 cc. *Fernandez v Reliance Home Services, Inc.* Case No. BC607572 Los Angeles
15 Superior Court (wage and hour plus PAGA class action; final approval granted);
- 16 dd. *Anne Wolf v Hewlett Packard Company*, Case No. 5:15-cv-01221-TJH-GJS
17 (C.D. Cal.) (CLRA class action certified by contested motion on behalf of tens of
18 thousands of consumers who purchased printer that was falsely advertised to
19 include Smart Install feature, settled on a wider multi-state, multi-product basis;
20 final approval granted);
- 21 ee. *Jaylinda Girardot et al v. Bail Hotline Bail Bonds, Inc.*, Case No. BC700131 Los
22 Angeles County Superior Court (wage and hour plus PAGA class action; final
23 approval granted);
- 24 ff. *Ryoo Dental, Inc. v OCO Biomedical, Inc.*, Case No. 8:16-cv-01626-DOC-KES
25 (TCPA fax blast class action, settled on class-wide basis; final approval granted);
- 26 gg. *Wondra Curtis v The Anthem Companies, Inc.*, Case No. 8:16-cv-01654-DOC-
27 JCG (wage and hour class action for off the clock work, settled on class-wide
28 basis; final approval granted);
- hh. *Weinberg v Clariant, Inc.* Case No. 56-2017-00494914-CU-NP-VTA Ventura
County Superior Court (Rosenthal Fair Debt Collection Practices Act class
action settled on behalf of 1,830 class members for privacy infringements
through clear envelope debt collection letters; final approval granted);

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- ii. *Aliav v Sunset Eats, LLC*, Case No. BC655401 Los Angeles Superior Court (false advertising class action on behalf of approximately 10,000 consumers, settled on class-wide basis; final approval granted);
 - jj. *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-CAS-KK (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by contested motion under Rule 23(b)(2) and (b)(3) on behalf of over 40,000 class members whose calls were recorded without knowledge or consent; final approval granted);
 - kk. *Mark Silva v. Olson and Co. Steel*, Case No. 17CV001045 (Contra Costa County Superior Court) (wage and hour class action settled on behalf of 563 class members, final approval granted);
 - ll. *Cohen v. Coca-Cola Refreshments, USA, Inc.*, Case No. 2:19-cv-04083-JAK (PLAx) (C.D. Cal.) (wage and hour class action settlement on behalf of trucking employees; preliminary approval granted);
 - mm. *Manopla v. Home Depot USA, Inc.* Case No. 15-1120 (D. N.J.) (TCPA class action; final approval granted);
 - nn. *Cawthorne v Rush Truck Centers of California, Inc.* Case No. 5:17-cv-01541-JGB-SP (wage and hour class action on behalf of 560 employees; final approval granted);
 - oo. *Lizama v Medical Data Systems, Inc.* Case No. 34-2017-00210986-CU-NP-GDS (Sacramento County Superior Court) (Penal Code 632.7 class action alleging illegal call recording, settled for \$2.2 million on behalf of over 30,000 consumers, final approval granted);
 - pp. *Romano v SCI, Inc.* Case No. 2:17-cv-03537-ODW-JEM (wage and hour class action for independent contractor misclassification, settled for \$2.5 million on behalf of 230 employees, final approval granted);
 - qq. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-E (C.D. Cal.) (TCPA class action certified on behalf of approximately 2,000,000 class members under Rule 23(b)(2) and 23(b)(3), subsequently settled on a Rule 23(b)(2) and 23(b)(3) basis, final approval granted);

- 1 rr. *Walsh v Fry's Electronics, Inc.* Case No. MSC18-01681 (Contra Costa County
Superior Court) (Gift Card Act, CLRA, UCL, FAL class action settled for class-
2 wide public injunctive relief; final approval granted);
- 3 ss. *In RE HP Firmware Update Litigation*, Case No. 5:16-cv-05820-EJD (N.D.
4 Cal.) (co-lead class counsel in consolidated Unfair Competition class action
5 alleging HP pushed a firmware update on consumers' printers that blocked their
6 ability to use third party ink cartridges, preliminary approval granted; final
7 approval granted);
- 8 tt. *Nishimoto v T&S Business Corporation*, Case No. 34-2017-00211426
9 (Sacramento County Superior Court) (wage and hour and PAGA class action on
10 behalf of janitorial workers; final approval granted);
- 11 uu. *Rodriguez v. Experian Information Solutions, Inc. et al.* Case No. 2:15-cv-
12 01224-RAJ (W.D. Wash.) (FCRA class action for improper credit pulls; certified
13 under Rule 23 by contested motion, and settled on class-wide basis, final
14 approval granted);
- 15 vv. *Ahmed v HSBC Bank USA*, Case No. 5:15-cv-02057-FMO (SPx) (C.D. Cal.)
16 (TCPA class; final approval granted);
- 17 ww. *Garcia et al. v. HMS Host, Inc.*, Case Jo. 17-cv-03069-RS (N.D. Cal.) (wage
18 and hour class action, final approval granted);
- 19 xx. *Aiken v. Malcolm Cisneros, A Law Corporation*, Case No. 5:17-cv-02462-JLS-
20 SP (C.D. Cal.) (Fair Debt Collection Practices Act class action, settled on class
21 wide basis, preliminary approval granted);
- 22 yy. *Bonilla, et al. v. Windsor Fashion, LLC*, Case No. CIVDS1723088 (wage and
23 hour class action settled on behalf of over 5,000 employees, final approval
24 granted);
- 25 zz. *Medina v. Enhanced Recovery Company, LLC*, Case No. 2:15-cv-14342-
26 JEM/MAYNARD (S.D. Fla.) (TCPA class settlement common fund of \$1.45M,
27 final approval granted);
- 28 aaa. *Pena v. John C Heath Attorney at Law, PLLC*, Case No. 1:18-cv-24407-UU
(S.D. FL.) (consolidated TCPA class action, final approval granted);

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- bbb. *Kim v. Tinder, Inc.*, Case No. 2:18-cv-03093-JFW-AS (C.D. Cal.) (Unruh Act class settlement on behalf of 240,000 consumers; granted final approval, case on appeal);
 - ccc. *Griffey v. TA Operating, LLC*, Case No. CIVDS1907259 (San Bernardino County Superior Court) (PAGA settlement \$390,000; final approval granted);
 - ddd. *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-00022411-CU-MT-CTL (San Diego County Superior Court) (Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* class settlement; final approval granted);
 - eee. *Chavis v. Three Group, Inc.*, Case No. 18STCV08737 (Los Angeles County Superior Court) (wage and hour PAGA settlement on behalf of dancers alleging contractor misclassification; final approval granted);
 - fff. *Fabricant v. AmeriSave Mortgage Corporation*, Case No. 2:19-cv-04659-AB-AS (C.D. Cal.) (\$6.25 million common fund TCPA class action settlement, final approval granted);
 - ggg. *El Nasleh v. California Spaghetti Restaurants, Inc.*, Case No. CIVDS1812587 (San Bernardino County Superior Court) (consolidated wage and hour class action settlement on behalf of restaurant employees settled for \$1.5M, preliminary approval pending);
 - hhh. *Fisher v Osmose Utilities Services, Inc.*, Case No. 1:18-cv-01704-NONE-EPG (E.D. Cal.) (wage and hour class action settlement on behalf of electrical utilities employees, preliminary approval pending);
 - iii. *Nizam v Phiadon International USA, Inc.*, Case No. CGC-20-582322 (San Francisco Superior Court) (wage and hour misclassification class action settlement, preliminary approval pending);
 - jjj. *Martinez v Mattucini Plumbing, Inc.*, Case No. 18TRCV00133 (Los Angeles Superior Court) (wage and hour class action settlement on behalf of plumbers, preliminary approval pending);
 - kkk. *Western Dental Wage and Hour Cases*, JCCP No. 5079 (County of Sacramento) (consolidated JCCP wage and hour class action settlement, LOTMF acted as lead liaison counsel on behalf of dental employees, preliminary approval pending);

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- iii. *Barron v Paragon Building Maintenance, Inc.*, Case No. BC713754 (Los Angeles Superior Court) (wage and hour class action settlement on behalf of janitorial employees, final approval granted);
 - mmm. *Randolph v. Amazon.com LLC et. al*, Case No. 37-2017-00011078-CU-OE-CTL (San Diego County Superior Court) (wage and hour class action settlement on behalf of delivery drivers, preliminary approval granted final approval granted);
 - nnn. *Barnett v Trigram Education Partners, LLC*, Case No. ESX-L-006106-20 (N.J. Superior Court county of Essex) (wage and hour class action settlement on behalf of university employees, preliminary approval pending);
 - ooo. *Dilworth v Hong Holdings, LLC* Case No. 19STCV24101 (Los Angeles Superior Court) (consolidated wage and hour class action settlement on behalf of gas station employees, preliminary approval pending);
 - ppp. *Winters v Two Towns Ciderhouse, Inc.* Case No. 20-cv-00468-BAS-BGS (S.D. Cal.) (nationwide false advertising class action settlement on behalf of consumers who purchased mislabeled products, preliminary approval granted, final approval granted);
 - qqq. *Vaccaro v Super Care, Inc.*, Case No. 20STCV03833 (Los Angeles Superior Court) (CIPA class action settlement on behalf of over 50,000 consumers, preliminary approval pending);
 - rrr. *Mansour v. Bumble, Inc.*, Case No. RIC1810011 (Riverside Superior Court) (Largest Unruh Act class settlement in the history of statute, \$70M in classwide benefits on behalf of 2 million consumers; preliminary approval granted);
 - sss. *Caldera v. American Medical Collection Association*, (C.D. Cal.) Case No. 2:16-cv-00381-CBM-AJW (TCPA class action certified by contested motion, settled on classwide basis out of bankruptcy proceeding, preliminary approval granted);
 - ttt. *Hale v. Mana Pro Products, LLC*, Case No. 2:18-cv-00209-KJM-DB (E.D. Cal.) (false advertising class action, final approval granted);
 - uuu. *Marko, et al. v. Doordash, Inc.*, Case No. BC659841 (Los Angeles County Superior Court) (First-filed and co-lead counsel in consolidated gig economy misclassification class action on behalf of delivery drivers, secured \$100 million common fund settlement, largest gig economy class settlement to date; preliminary approval granted); and

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- vvv. *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829 (Los Angeles County Superior Court) (certified class by contested motion under Credit Repair Organization Act, California Credit Services Act and Federal Credit Repair Organization Act, preliminary approval pending).
 - www. *Shankula v Ticketsale.com LLC*, Case No. 2022LA000282 (Dupage County Illinois) (nationwide class action settlement on behalf of ticket purchasers affected by COVID postponements and cancellations, final approval granted);
 - xxx. *Furman v Set and Services Resources, LLC*, Case No. 20CI000012 (Tehama County Superior Court) (wage and hour class action, final approval granted);
 - yyy. *Furman v ONP Snow Mountain LLC*, Case No. 21CI000138 (Tehama County Superior Court) (wage and hour class action, final approval granted);
 - zzz. *Lopez v Motel 6 Operating, L.P.*, Case No. 56-2020-00542312-CU-OE-VTA (Ventura County) (wage and hour class action on behalf of hotel workers, final approval granted);
 - aaaa. *Fabricant v Top Flight Financial, Inc.* Case No. 20STCV13837 (Los Angeles) (CIPA class action on behalf of recorded consumers, final approval granted);
 - bbbb. *Wolf v The Oaks Hotel Paso Robles, Inc.*, Case No. 19CVP-0080 (San Luis Obispo County Superior Court) (wage and hour class action on behalf of non exempt hotel employees, final approval granted);
 - cccc. *Walsh v. B.P. Products North America, Inc.*, Case No. MSC21-00119 (contra costa county) (gift card act class action, final approval granted);
 - dddd. *Toste v Path Ventures*, Case No. 19STCV45845 (Los Angeles Superior Court) (wage and hour class action on behalf of non-exempt homeless shelter employees, final approval granted);
 - eeee. *Almazan v Botanx LLC*, Case No. 30-2020-01122459-CU-OE-CXC (Orange County Superior Court) (wage and hour class action on behalf of non-exempt homeless shelter employees, preliminary approval granted);

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- ffff. *Maynor v Western Refining Retail, LLC*, Case No. CIVSB2209052 (San Bernardino Superior Court) (wage and hour class action on behalf of gas station employees, final approval granted);
 - gggg. *Azzam v U.S. Telepacific Corp.*, Case No. 20STCV13325 (Los Angeles Superior Court) (PAGA case on behalf of nonexempt employees, approval granted);
 - hhhh. *Hernandez v Bamboo Couriers, Inc.* Case No. 30-2021-01192697-CU-OE-CXC Orange County Superior Court (wage and hour class action on behalf of delivery drivers for Amazon contractor, preliminary approval pending);
 - iiii. *Carter v. Osmose Utilities Services, Inc.*, Case No. CIVSB2131260 (San Bernardino Superior Court) (wage and hour class action on behalf of telecommunications workers, final approval granted);
 - jjjj. *Serrano v Open Road Delivery Holdings Inc.*, Case No. 2:22-cv-07245-SB-AS (TCPA Class Action on behalf of 1,700 Class Members settled for \$400,000, final approval granted);
 - kkkk. *Bell v Redfin Corporation* Case No. 3:20-cv-02264-AJB-SBC (S.D. Cal.) (\$3 million settlement in wage and hour class action on behalf of real estate agents who were allegedly misclassified, final approval granted.
 - llll. *Tran v Sprouts Farmers Market, Inc.* Case No. 22STCV26572 (FACTA class action settled for \$5 million, preliminary approval pending.

19 46. In addition to the present case, my firm also certified the following cases as class
20 actions by contested motion and was appointed class counsel. I wrote the certification briefs for
21 the majority of these cases:

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- a. *Anne Wolf v. Hewlett Packard Company*, Case No. 5:15-cv-01221-TJH-GJS (C.D. Cal.) (class action certified by contested motion on behalf of tens of thousands of class members who purchased printer that was falsely advertised to include Smart Install feature);
 - b. *Caldera v. American Medical Collection Association*, Case No. 2:16-cv-00381-CBM-AJW (C.D. Cal.) (TCPA class action certified by contested motion);
 - c. *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-02190-CAS-KK (C.D. Cal.) Cal. Penal Code § 632.7 class action certified under Rule 23(b)(2) and

(b)(3) on behalf of class members whose calls were recorded without knowledge or consent);

- d. *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-00022411-CU-MT-CTL (San Diego County Superior Court) (Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.*);
- e. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-E (C.D. Cal.) (TCPA class action certified on behalf of approximately 2,000,000 class members under Rule 23(b)(2) and 23(b)(3));
- f. *Rodriguez v. Experian Information Solutions, Inc., et al.*, Case No. 2:15-cv-01224-RAJ (W.D. Wash.) (FCRA class action for improper credit pulls; certified under Rule 23);
- g. *Sheena Raffin v. Mediacredit, Inc., et al.*, Case No. 2:15-cv-04912-MWF-PJW (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified by Hon. George H. King Ret. under Rule 23(b)(2) and (b)(3) on behalf of class members whose calls were recorded without knowledge or consent);
- h. *Stemple v. QC Financial Services Group of California, Inc.*, Case No. 3:12-cv-01997-CAB-WVG (S.D. Cal.) (certified class achieved by motion, and subsequent class-wide settlement);
- i. *Abdeljalil v. General Electric Capital Corporation*, Case No. 12-CV-02078-IEG-RBB (S.D. Cal.) (certified class achieved by motion, and subsequent class-wide settlement);
- j. *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829 (Los Angeles County Superior Court) (certified class under Credit Repair Organization Act, California Credit Services Act and Federal Credit Repair Organization Act).
- k. *Noohi v Johnson & Johnson Consumer, Inc.*, Case No. 2:20-cv-03575-TJH-JEM (Central District Cal.) (false advertising mislabeling class action certified on behalf of purchasers of oil free face moisturizer, alleging product contained oils.
- l. *Bazarganfard et. al. v. Club 360 LLC, et. all*, Case No. 2:21-cv-02272-CBM-PLA (EFTA class action on behalf of consumers whose debit cards and bank accounts

were debited during COVID for gym fees without authorization.

1 m. *Guzman v Polaris Industries Inc.* Case No. 8:19-cv-01543-FLA-KES (C.D. Cal.)
2 (CLRA class action certified on behalf of consumers who purchased UTVs with
3 allegedly falsely advertised roll cages that failed to meet advertised government
4 safety standards under OSHA.

5 I declare under penalty of perjury under the laws of California and the United States of
6 America that the foregoing is true and correct, and that this declaration was executed on August
7 2, 2024.

8 *Todd M. Friedman*
9 Todd M. Friedman, Esq.

1 **PROOF OF SERVICE**

2 I am employed in Los Angeles County, California. I am over the age of 18 and not a
3 party to this action. My business address is 21031 Ventura Blvd, Suite 340, Woodland Hills, CA
4 91364.

5 On August, 2, 2024 I served the foregoing document, described as:

6 **DECLARATION OF TODD M. FRIEDMAN IN SUPPORT OF PLAINTIFFS' MOTION**
7 **FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

8 the original of the document
9 true copies of the document

10 as follows:

11 Matthew D. Brown
12 BrownMD@cooley.com
13 Carrie Lebel
14 Clebel@cooley.com
15 Cooley LLP
16 Rep.: Defendant loanDepot.Com, LLC.

17 **BY ELECTRONIC MAIL:** I served the above documents in pdf format to the email
18 listed in the service caption above. A true and correct copy of transmittal will be produced if
19 requested by any party or the Court.

20 **STATE:** I declare under penalty of perjury under the laws of the state of California that
21 the above is true and correct.

22 **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court
23 at whose direction the service was made.

24 Executed this August 2, 2024, at Woodland Hills, California.

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27 Erika Company
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EXHIBIT A

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is effective as of July 19, 2024, and is entered into by and among the following parties: Plaintiffs Jamie Jweinat and Richard Lechleitner (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class Members (as defined below), and loandepot.com, LLC (“loanDepot” or “Defendant”). Plaintiffs and loanDepot are referred to collectively in this Agreement as the “Parties.”

I. RECITALS

1.01 On September 21, 2022, Plaintiffs filed a complaint in the United States District Court for the Northern District of California entitled *Jamie Jweinat and Richard Lechleitner v. loandepot.com, LLC*, Case No. 3:22-cv-05387-VC (the “Federal Class Action”). The Federal Class Action complaint alleged that loanDepot violated the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.* (the “EFTA”) by failing to provide Plaintiffs with copies of their written preauthorized electronic fund transfers. Plaintiffs also alleged a derivative claim under the “unlawful” prong of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”).

1.02 On December 8, 2022, Defendant filed a motion to dismiss the Federal Class Action under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) based on Plaintiffs’ lack of Article III standing and failure to allege statutory standing under the UCL. The Federal Class Action was dismissed without prejudice on February 14, 2023, for lack of subject matter jurisdiction due to Plaintiffs’ lack of injury in fact.

1.03 On March 14, 2023, Plaintiffs re-filed their complaint (the “Complaint”) in the Superior Court of California, County of San Francisco, asserting virtually identical allegations and causes of action. (*Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-60514 (the “Action”).)

1.04 loanDepot has denied and continues to deny: (a) each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in the Action, (b) that Plaintiffs and the class they seek to represent have suffered any damages or injuries, and (c) that the Action satisfies the requirements to be tried as a class action.

Nonetheless, given the risks, uncertainties, burden, and expense of continued litigation, loanDepot has concluded, without any admission of any kind or nature as to the allegations in the Complaint, that it is desirable and beneficial that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement.

1.05 This Agreement resulted from good-faith, arm's-length settlement negotiations, including a full-day mediation session before the Hon. Suzanne Segal, Ret. Prior to that session, loanDepot provided informal discovery pursuant to California Evidence Code sections 1119 and 1152, including information about the approximate size of the proposed putative class and other documents. loanDepot has further agreed to use reasonable best efforts to cooperate with Plaintiffs to provide reasonable assurances regarding its methodology for determining the membership and size of the Settlement Class (as defined below).

1.06 Class Counsel conducted a thorough examination and evaluation of the relevant law and facts (including engaging in the discovery described in Section 1.05 above) to assess the merits of the claims to be resolved in this settlement and how best to serve the interests of the Settlement Class to be established as part of the settlement in the Action. Based on this investigation and the negotiations described above, and under the assumption that the information regarding the membership and size of the Settlement Class currently known to Plaintiffs is confirmed through the cooperation of loanDepot, Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty, and cost of further prosecution of this litigation, and the substantial benefits to be received by the Settlement Class pursuant to this Agreement, that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class.

1.07 The Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the full, complete, and final settlement and compromise of all disputed claims. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or admission by any of the Parties of the validity or lack thereof of any claim, allegation,

or defense asserted in the Action or in any other Action. This Agreement is only admissible as evidence in connection with efforts to enforce the terms of the Agreement.

1.08 The settlement contemplated by this Agreement is subject to preliminary and final approval by the Court, as set forth herein. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

II. DEFINITIONS

2.01 “Action” means *Jamie Jweinat and Richard Lechleitner v. loandepot.com, LLC*, Case No. CGC-23-60514.

2.02 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release.

2.03. “Approved Claims” means claims that have been timely submitted and approved for payment.

2.04 “Claims Administrator” shall mean Postlethwaite & Netterville, APAC.

2.05 “Claims Deadline” means the deadline by which Settlement Class Members must submit claims, but claims submitted after the Claims Deadline will not be timely and will not qualify for approval pursuant to Section X. The Claims Deadline shall be set by the Court in the Preliminary Approval Order and shall be consistent with Section 6.02 of this Agreement.

2.06 “Class Counsel” means Todd Friedman and Adrian Bacon of the Law Offices of Todd M. Friedman, P.C.

2.07 “Class Period” means the period from September 21, 2021 through October 6, 2023, inclusive.

2.08 “Class Representatives” means Plaintiffs Jamie Jweinat and Richard Lechleitner.

2.09 “Court” shall mean the Superior Court for the County of San Francisco and the Honorable Judge to which the Action is assigned.

2.10 “Effective Date” shall have the meaning specified in Section XIII of this Agreement.

2.11 “EFTA” means the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.*, and any regulations or rulings promulgated under it.

2.12 “Email Notice,” the proposed form of which is attached hereto as Exhibit D, means the direct email notice to be sent to certain persons in the Settlement Class pursuant to Section 8.03.

2.13 “Federal Class Action” means *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC.*, Case No. 3:22-cv-05387-KAW, the original complaint filed in the Northern District of California.

2.14 “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the settlement set forth in this Agreement as fair, reasonable and adequate.

2.15 “Final Approval Order” means the Court’s Order entered in connection with the Final Approval Hearing, which approves this Settlement Agreement, provides for the release of the Released Claims, and makes such other final rulings as are contemplated by this Settlement Agreement, which may or may not include approving payment of incentive awards to Plaintiffs as Class Representatives, and Class Counsel’s attorney’s fees and expenses. The Parties’ proposed form of Final Approval Order is attached hereto as Exhibit A.

2.16 “Final Distribution Date” means the date set forth in Section 8.04.

2.17 “Funding Date” means the date which is no later than fourteen (14) business days after the Effective Date, on which Defendant shall cause a payment to be made to establish the Settlement Fund pursuant to Section 7.03.

2.18 “Individual Settlement Amount” means a one-time distribution payment to Qualified Settlement Class Members pursuant to Section 4.03.

2.19 “Maximum Payment” means a total payment of no more than One Million Twenty Five Thousand Dollars (\$1,025,000), which Defendant will be required to make pursuant to this Agreement. The Maximum Payment shall be made as set forth in Section 4.01, and under no circumstances shall Defendant be required to pay any amount in excess of \$1,025,000 in order to resolve the Action, regardless of the nature, designation, or identification of such amounts.

2.20 “Notice” means the notices to be provided to the Settlement Class as set forth in Section VIII, including, without limitation, the “Long Form Notice” to be posted on the settlement website as set forth in Section 8.01(a), the “Short Form Notice” to certain Class Members as provided for in Section 8.02, the “Email Notice” to certain Class Members as provided for in

Section 8.03, and the “Publication Notice” provided for in Section 8.04. Proposed forms of the Long Form Notice, the Short Form Notice, the Email Notice, and the Publication Notice are attached hereto as Exhibits B, C, D, and E respectively.

2.21 “Objection Deadline” means the deadline for persons in the Settlement Class to file and serve objections to the settlement pursuant to Section 11.02; objections filed and served after the Objection Deadline will not be timely and will not be considered. The Objection Deadline shall be set by the Court in the Preliminary Approval Order and shall be consistent with Section 6.01.

2.22 “Opt-Out Deadline” means the deadline for individuals in the Settlement Class to opt out pursuant to Section 11.01; attempts to opt out after the Opt-Out Deadline will not be timely and will not be effective. The Opt-Out Deadline shall be set by the Court in the Preliminary Approval Order and shall be consistent with Section 6.01.

2.23 “Persons” means individuals, corporations, partnerships, limited partnerships, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

2.24 “Plaintiffs” means Jamie Jweinat and Richard Lechleitner.

2.25 “Preliminary Approval Order” means the Court’s Order entered in connection with the Preliminary Approval Hearing, preliminarily approving this Agreement and the settlement. The Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit F.

2.26 “Publication Notice” means the form of notice to be published in a general publication that reaches the entire United States pursuant to Section 8.04, the proposed form of which is attached hereto as Exhibit E.

2.27 “loanDepot” means Defendant loanDepot.com, LLC.

2.28 “Long Form Notice” means the long-form notice containing questions and answers relating to the terms of the settlement, which will be made available on the settlement website as described in Section 8.01, the proposed form of which is attached hereto as Exhibit B.

2.29 “Qualified Settlement Class Member” means a Settlement Class Member who submits a claim for monetary relief under Section IX that meets the requirements of Section 9.4

and is approved pursuant to Section 10.01.

2.30 “Released Claims” means those claims defined at Section 14.01(A).

2.31 “Released Parties” means: (i) loanDepot and its respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives; and (ii) the outsourced vendors that loanDepot utilized to debit funds from the Settlement Class and their respective past, present and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives.

2.32 “Settlement Administration Costs” means costs incurred by the Claims Administrator in carrying out their responsibilities in settlement administration, including, but not limited to, giving notice, setting up and maintaining the settlement website and toll-free telephone number, fielding inquiries about the settlement, processing claims, acting as a liaison between individuals in the Settlement Class and the Parties regarding claims information, approving claims, rejecting any claim form where there is evidence of fraud, directing the mailing of Individual Settlement Amounts to Qualified Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing.

2.33 “Settlement Class” means all persons in the United States whose bank accounts were debited on a reoccurring basis by Defendant without such person being provided a copy of the authorization to make a preauthorized electronic fund transfer, between September 21, 2021, and October 6, 2023, inclusive, except loanDepot, its employees, officers, and directors, and the Court staff and judge(s) assigned to this matter.

2.34 “Settlement Class Members” means those persons who are members of the Settlement Class, as set forth in the Settlement Class definition in Section 2.33 above, and who do not timely and validly request exclusion from the Settlement Class.

2.35 “Settlement Costs” means Settlement Administration Costs, any attorneys’ fees awarded to Class Counsel by the Court, any incentive payments awarded to Plaintiffs by the Court, fees of a special master for settlement approval should one be appointed by the Court, and any taxes or tax-related expenses incurred by or in connection with the creation of the Settlement Fund, all of which shall be within, and not in addition to, the Settlement Fund.

2.36 “Settlement Fund” shall have the meaning set out in Section 4.01.

2.37 “Short Form Notice,” the proposed form of which is attached hereto as Exhibit C, means the short-form notice to be sent to certain persons in the Settlement Class pursuant to Section 8.02.

2.38 “UCL” means the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

III. CLASS COUNSEL AND CLASS REPRESENTATIVES

3.01 Class Representatives and Class Counsel Appointment. For settlement purposes, and subject to Court approval, the Parties agree to the appointment of Plaintiffs Jamie Jweinat and Richard Lechleitner as Class Representatives for the Settlement Class. For settlement purposes, and subject to Court approval, the Parties agree to the appointment of Class Counsel for the Settlement Class as follows: Todd Friedman and Adrian Bacon from the Law Offices of Todd M. Friedman, P.C.

IV. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS

4.01 Total Payment/Amount Paid Per Approved Claim. loanDepot shall pay \$1,025,000 (the “Maximum Payment”) via a common fund (the “Settlement Fund”) to settle the Action and obtain a release of all Released Claims in favor of Defendant and the Released Parties. The Settlement Fund shall be used to pay Settlement Costs and amounts to be paid to Qualified Settlement Class Members under Section VII of the Agreement in the manner set forth in Section 7.04 herein. After the Settlement Costs are deducted from the Settlement Fund, the remaining amount shall be used to pay each Qualified Settlement Class Member. After the Effective Date, loanDepot shall have no reversionary interest in any portion of the Settlement Fund, and any unclaimed portion of the Settlement Fund, as well as any sums allocated to settlement checks that

have not been cashed within 180 days of issuance, shall be paid to one or more *cy pres* recipients as described below in Section 7.04(f).

4.02 Qualifying for Payment. Persons in the Settlement Class shall be entitled to submit a claim for a monetary payment. To qualify for a monetary payment, a claim must be timely submitted and must meet the requirements for a claim to be approved, as set forth in Sections X and XI below.

4.03 Distribution of Funds to Qualified Settlement Class Members. Each Qualified Settlement Class Member shall receive a one-time distribution payment (“Individual Settlement Amount”) from the Settlement Fund after the Settlement Costs are covered, by way of a check issued by the Claims Administrator. The funds represented by the check for the Individual Settlement Amount shall not become the property of any individual Qualified Settlement Class Member unless and until the check representing those funds is cashed. The Claims Administrator shall calculate the Individual Settlement Amount by taking the Settlement Fund (A), subtracting from it the amount of the Settlement Costs (B), and dividing this difference by the number of Qualified Settlement Class Members (C), as represented in the following formula.

$$\text{Individual Settlement Amount} = \frac{(A-B)}{C}$$

V. ATTORNEYS’ FEES, COSTS, AND PAYMENT TO CLASS REPRESENTATIVES

5.01 Attorneys’ Fees and Costs. Class Counsel will move the Court for an award of attorneys’ fees and expenses to be paid solely from the Settlement Fund. Class Counsel agrees that their request for attorneys’ fees will not exceed 33.33 percent (33.33%) of the total Settlement Fund of \$1,025,000, and their request for reimbursement of actual expenses incurred by Class Counsel litigating the Action will not exceed \$15,000. Class Counsel further agrees that if the Court awards attorneys’ fees in an amount greater than that requested, then Class Counsel will not accept any amount greater than requested but will instead allow the excess fees to remain in the

Settlement Fund. Class Counsel likewise agrees that if the Court awards expenses in an amount greater than \$15,000, then Class Counsel will not accept any amount above \$15,000 but will instead allow the excess expenses to remain in the Settlement Fund. The amount of any attorneys' fees and expenses approved by the Court shall be paid from the Settlement Fund and not in addition thereto. Within five (5) business days of the Funding Date and after receipt of payees' completed W-9 forms, the Claims Administrator shall pay to Class Counsel the amount of attorneys' fees and expenses awarded to Class Counsel by the Court, in the manner directed by written instructions from Class Counsel. Class Counsel agree to defend and hold loanDepot harmless from any claim regarding the distribution or division of any award of attorneys' fees and expenses to Class Counsel, and any claim that the term "Class Counsel" fails to include any counsel, person, or firm who claims that they are entitled to a share of any attorneys' fees or expenses awarded to Class Counsel in this lawsuit. loanDepot shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel (including any potential objectors or counsel representing a Settlement Class Member individually) other than what is expressly provided for in this Agreement.

5.02 Payment to Plaintiffs as Class Representatives. Plaintiffs, as Class Representatives, will move the Court for an incentive award for the time and effort they have personally invested in this Action. Plaintiffs agree that their request for an incentive award will not exceed \$10,000 each. Plaintiffs further agree that if the Court awards an incentive award in an amount greater than \$10,000 each, then Plaintiffs will not accept any amount above \$10,000 each but will instead allow the excess award to remain in the Settlement Fund. The amount of any incentive award approved by the Court shall be paid from the Settlement Fund and not in addition thereto. Within five (5) business days of the Funding Date and after receipt of payees' completed W-9 forms, the Claims Administrator shall pay to Plaintiffs' counsel any incentive award granted by the Court, in the manner directed by written instructions by Class Counsel, and Class Counsel shall disburse such funds to Plaintiffs.

5.03 Settlement Independent of Award of Fees, Expenses, and Incentive Payments. The payments of attorneys' fees, expenses, and incentive payments set forth in Sections 5.01 and 5.02 are subject to and dependent upon the Court's approval of the settlement as fair, reasonable, adequate, and in the best interests of Settlement Class. This settlement is not dependent upon the

Court's approving Plaintiffs' or Class Counsel's requests for such payments or awarding the particular amounts sought by Plaintiffs or Class Counsel. In the event the Court approves the settlement but declines to award Class Counsel's fees and expenses, or Plaintiffs' incentive award, in the amount requested by Class Counsel, the settlement will nonetheless be binding on the Parties and the Settlement Class Members.

VI. PRELIMINARY APPROVAL

6.01 Settlement Class Certification. The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. loanDepot denies that Plaintiffs' claims could be certified as a class action if this case were to proceed in litigation, and preliminary certification of the Settlement Class for settlement purposes shall not be deemed a concession that certification of a litigation class would be appropriate, and no doctrine of waiver, estoppel, or preclusion may be asserted in any proceedings involving loanDepot on that basis. loanDepot expressly reserves the right to challenge class certification in further proceedings in this Action if the settlement is not finalized or finally approved. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

6.02 Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiffs shall move the Court for entry of the Preliminary Approval Order in substantially the form attached as Exhibit F. Pursuant to the motion for preliminary approval, the Plaintiffs will request that the Court:

- A. Conditionally certify the Settlement Class for settlement purposes only;
- B. Conditionally appoint Class Counsel as counsel for the Settlement Class for settlement purposes only and conditionally appoint Plaintiffs as Class Representatives;

C. Preliminarily approve the settlement and this Agreement as fair, adequate and reasonable, and within the reasonable range of possible final approval;

D. Approve the form of Notice and find that the notice program set forth herein constitutes the best notice practicable under the circumstances;

E. Authorize dissemination and publication of the Notice to the Class consistent with the notice program;

F. Set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice; and,

G. Set appropriate deadlines, including the deadline for loanDepot to provide the list of persons in the Settlement Class to the Claims Administrator (fourteen (14) days after entry of Preliminary Approval Order), the deadline for the Short Form Notice to be distributed (thirty (30) days after entry of Preliminary Approval Order), the Objection Deadline (ninety (90) days after entry of the Preliminary Approval Order), the Opt-Out Deadline (ninety (90) days after entry of the Preliminary Approval Order), the Claims Deadline, or last day for Settlement Class Members to submit claims for review (one hundred thirty-five (135) days after entry of Preliminary Approval Order), deadlines for filing papers in connection with the Final Approval Hearing, and the Funding Date, or deadline for loanDepot to fund the Settlement Fund (fourteen (14) business days after the Effective Date); and

I. Enjoining all Settlement Class Members from prosecuting separate actions against loanDepot asserting any of the claims alleged in the Action.

VII. ADMINISTRATION AND NOTIFICATION PROCESS

7.01 Third-Party Claims Administrator. The Claims Administrator shall be responsible for all matters relating to the administration of this settlement, as set forth herein. Those responsibilities include, but are not limited to, giving notice, setting up and maintaining the settlement website and toll-free telephone number, fielding inquiries about the settlement, processing claims, acting as a liaison between individuals in the Settlement Class and the Parties regarding claims information, approving claims, rejecting any claim form where there is evidence of fraud, directing the mailing of Individual Settlement Amounts to Qualified Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Claims

Administrator will provide monthly updates on the status of the foregoing activities to counsel for all Parties. The Claims Administrator's determination of whether a claim is valid shall be binding. No person shall have any claim against the Claims Administrator, Class Counsel, Plaintiffs, loanDepot, and/or loanDepot's counsel based on distributions of benefits to Settlement Class Members.

7.02 Payment of Settlement Administration Costs. loanDepot shall make advance payments to cover reasonable Settlement Administration Costs that are incurred prior to the creation of the Settlement Fund on the Funding Date. Class Counsel agree to secure an agreement from the Claims Administrator to cap the total Settlement Administration Costs at \$190,000.

The Claims Administrator shall provide an estimate of the amount of costs required to provide notice, establish the settlement website, and establish a toll-free telephone number, as well as any other initial administration costs, to the Parties. loanDepot shall pay the estimated initial amount to the Claims Administrator within fourteen (14) business days of entry of the Preliminary Approval Order. After that initial advance of Settlement Administration Costs by loanDepot, the Claims Administrator shall bill loanDepot on a monthly basis for the reasonable additional costs associated with settlement administration until such time as the Settlement Fund is established. Any amounts paid by loanDepot as part of the initial advance described above that are not incurred by the Claims Administrator shall be deducted from future billings by the Claims Administrator. The Claims Administrator shall maintain detailed records of the amounts spent on settlement administration and shall provide those to the Parties on a monthly basis.

At such time that loanDepot funds the Settlement Fund, all amounts previously paid to the Claims Administrator by loanDepot shall be deducted from the Maximum Payment that loanDepot is required to pay to create the Settlement Fund. After loanDepot has created the Settlement Fund and paid out the balance of the Maximum Payment required under this settlement, Defendant shall have no further obligation to pay any amount under this settlement, and any additional Settlement Costs (including Settlement Administration Costs) shall be paid out of the Settlement Fund.

In the event of this Agreement's termination, loanDepot shall be entitled to the prompt return of any payments made for expenses not yet incurred by the Claims Administrator, but will not have the right to seek reimbursement from either Plaintiffs, Class Counsel, or the Claims

Administrator for any expenses actually incurred by the Claims Administrator in effectuating notice.

7.03 Payment for Approved Claims and Remaining Settlement Costs. Within fourteen (14) business days after the Effective Date (the “Funding Date”), Defendant shall provide funds to the Claims Administrator in an amount equal to the difference between what has been paid to the Claims Administrator to that date and the full amount of the Maximum Payment. The Settlement Fund shall be maintained by an escrow agent, and shall be deposited in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process.

7.04 Distribution of the Settlement Fund. The Claims Administrator shall distribute the funds in the Settlement Fund in the following order and within the time period set forth with respect to each such payment:

- (a) First, no later than five (5) business days after the Funding Date, the Claims Administrator shall pay taxes and tax-related expenses, if any, or, at the Claims Administrator’s discretion, it shall reserve an amount of the Settlement Fund sufficient to pay taxes and tax-related expenses as described in Section XVII;
- (b) Next, no later than five (5) business days after the Funding Date, the Claims Administrator shall pay to the Plaintiffs any incentive awards ordered by the Court, as described in Section 5.02;
- (c) Next, no later than five (5) business days after the Funding Date, the Claims Administrator shall pay to Class Counsel any award of attorneys’ fees, costs, or expenses ordered by the Court, as described in Section 5.01;
- (d) Next, no later than twenty (20) business days after the Funding Date, the Claims Administrator shall be paid for any unreimbursed Settlement Administration Costs;
- (e) Next, no later than thirty (30) business days after the Funding Date, the Claims Administrator shall pay monetary benefits to Qualified

Settlement Class Members pursuant to Sections IX and X;

- (f) Finally, on the Final Distribution Date, which is the earlier of (i) the date as of which all the checks to Qualified Settlement Class Members have been cashed or (ii) 210 days after the date on which the last check to a Qualified Settlement Class Member was issued, the Claims Administrator shall pay any amount remaining in the Settlement Fund Account from uncashed settlement checks to one or more *cy pres* recipients that are agreed upon by the Parties and approved by the Court. The parties designate Habitat for Humanity of Orange County as the *cy pres* recipient.

VIII. NOTICES

8.01 Settlement Website. No later than fourteen (14) days after entry of the Preliminary Approval Order, the Claims Administrator shall:

- (a) Create a settlement website in both English and Spanish, which shall be operative no later than the first date that the Publication Notice is published, and which shall contain downloadable copies of the Preliminary Approval Order, Long Form Notice, Settlement Agreement, Short Notice (which includes the claim form), Email Notice, and, when filed, Class Counsel's motions for an attorneys' fees and expenses award and for incentive payments to Plaintiffs for acting as Class Representatives; and
- (b) Post on the settlement website any subsequent notices agreed to by the Parties, and rulings issued by the Court.

8.02 Notice to Class – Direct Mail Notice to Certain Class Members.

- (a) No later than fourteen (14) days after entry of the Preliminary Approval Order, loanDepot shall deliver to the Claims Administrator physical addresses, to the extent in loanDepot's records, that are believed to be associated with the individuals identified in loanDepot's records as members of the Settlement

Class.

- (b) No later than thirty (30) days after entry of the Preliminary Approval Order, the Claims Administrator shall provide notice, in the form of the Short Form Notice, via first class postcard to the addresses obtained through the process set forth above. The notice shall be substantially the same as the proposed Short Form set forth in Exhibit C, subject to the Court's approval, provided, however, that the Parties shall have the discretion to make agreed-upon non-material minor revisions to the notice before mailing.

8.03 Notice to Class – Direct Email Notice to Certain Class Members.

- (a) No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall deliver to the Claims Administrator email addresses, to the extent in loanDepot's records, that are believed to be associated with the individuals identified in loanDepot's records as members of the Settlement Class.
- (b) No later than thirty (30) days after entry of the Preliminary Approval Order, the Claims Administrator shall provide notice by email to the email addresses obtained through the process set forth above. The notice shall be substantially the same as the proposed Email Notice set forth in Exhibit D, subject to the Court's approval, provided, however, that the Parties shall have the discretion to make agreed-upon non-material minor revisions to the notice before the Email Notice is distributed.

8.04 Publication Notice. No later than thirty (30) days after entry of the Preliminary Approval Order, the Claims Administrator shall cause a notice substantially in the form of the Publication Notice set forth in Exhibit E, subject to the Court's approval, in a general publication that reaches the entire United States, such as PR Newswire.

8.05 Toll-Free Telephone Number. No later than fourteen (14) days after entry of the Preliminary Approval Order, the Claims Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the settlement. That telephone number shall be maintained

until sixty (60) days after the Claims Deadline. After that time, and for a period of 90 days thereafter, either a person or a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and the details regarding the settlement may be reviewed on the dedicated settlement website.

IX. CLAIMS PROCESS

9.01 Potential Claimants. Each person in the Settlement Class who does not timely and validly request exclusion from the settlement as required in this Agreement shall be a Settlement Class Member, bound by this release. Each Settlement Class Member shall be entitled to make only one claim. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the timeframes set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Final Approval Order.

9.02 How to Make a Claim. Members of the Settlement Class can be identified by loanDepot's records, and are qualified for inclusion and participation in the settlement if they submit a timely and valid claim form to the Claims Administrator. Notarization of the claim form is not required.

9.03 Identification of Payees. Within thirty (30) days after the later of (1) the Claims Deadline or (2) resolution of all disputes over claimants (including loanDepot's option to research the claims), the Claims Administrator will provide a list to Defendant, Class Counsel, and loanDepot's counsel showing the name, address, and Social Security Number or Taxpayer ID for each Settlement Class Member who will receive Individual Settlement Amounts from the Settlement Fund.

9.04 Requirements for Approval. To obtain an Individual Settlement Amount under Section 4.03, a Settlement Class Member must, in addition to following the procedures set forth in Section 10.02, provide a current address to which the Individual Settlement Amount may be mailed.

X. CLAIM REVIEW PROCESS

10.01 Review of Claims. Each person in the Settlement Class who submits a timely and complete claim form shall have their claim reviewed by the Claims Administrator. The Claims Administrator shall review the claims and will make all determinations regarding the sufficiency and validity of Claims. If a person's claim is approved, such person will be said to have an Approved Claim, and is a Qualified Settlement Class Member. If necessary, the Claims Administrator will consult with Class Counsel and loanDepot's counsel to answer any questions or resolve any disputes that arise regarding the validity of claims.

10.02 Notification to Class Members. The Claims Administrator will notify each Qualified Settlement Class Member that his or her claim has been approved and inform the Qualified Settlement Class Member of the amount of the check that he or she will be receiving. The Claims Administrator shall also notify each person who submitted a claim form but whose claim is not approved. Once the checks have been provided to all Qualified Settlement Class Members, the Claims Administrator shall post a notice on the settlement website stating that all consideration due under the settlement has been paid.

10.03 Mailing of Settlement Check. Settlement checks to distribute Individual Settlement Amounts shall be sent to Qualified Settlement Class Members by the Claims Administrator via U.S. mail no later than thirty (30) days after the Effective Date. If any settlement checks are returned, the Claims Administrator shall attempt to obtain a new mailing address for that Settlement Class Member by (a) checking each address against the United States Post Office National Change of Address Database; (b) conducting a reasonable search to locate an updated address for any Settlement Class Member whose settlement check is returned as undeliverable; (c) updating addresses based on any forwarding information received from the United States Post Office; and (d) updating addresses based on any requests received from Settlement Class Members. If, after a second mailing, the settlement check is again returned, no further efforts need be taken by the Claims Administrator to resend the check.

The Claims Administrator shall advise Class Counsel and loanDepot's counsel of the names of the Qualified Settlement Class members whose checks are returned by the postal service as soon as practicable.

Each settlement check will be negotiable for one hundred eighty (180) days after it is issued. Any funds not paid out as the result of uncashed settlement checks shall be paid out as a *cy pres* award, to one or more recipients agreed to by the Parties and approved by the Court, as set forth in Section 7.04(f), if and when that occurs.

XI. OPT-OUTS AND OBJECTIONS

11.01 Opting Out of the Settlement. Any person in the Settlement Class who wishes to exclude themselves from the Settlement Class (“opt out”) must advise the Claims Administrator in writing of that intent, and their opt-out request must be postmarked to the designated Post Office box established by the Claims Administrator no later than the Opt-Out Deadline. The Claims Administrator shall provide the Parties with copies of all opt-out requests it receives and shall provide a list of all persons who timely and validly opted out of the settlement in their declaration filed with the Court, as required by Section 12.01. Members of the Settlement Class who do not properly and timely submit an opt-out request will be bound by this Agreement and the judgment, including the releases in Section XIV below, and are Settlement Class Members.

A. In the written request for exclusion, the person exercising their right to opt out must (a) state his or her full name, address, and telephone number; (b) include an unequivocal statement in the written request for exclusion that he or she wishes to be excluded from the settlement in the Action, identifying it by name and number (*e.g., Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC, Case No. CGC-23-60514*); and (c) provide his or her original signature.

B. Any person who submits a valid and timely request for exclusion will not be a Settlement Class Member and shall not be bound by the terms of this Agreement, nor any further orders or judgments entered for or against the Settlement Class. All members of the Settlement Class who validly opt out will not be eligible to receive any benefits under the settlement but will preserve their ability to independently pursue any claims they may have against loanDepot.

C. After the expiration of the Opt-Out Deadline, the Parties shall submit a list of valid opt-outs to the Court at or before the Final Approval Hearing.

D. If loanDepot determines that any ambiguity exists as to whether a person’s

communication constitutes a request to opt out, the Parties shall, if possible, resolve such ambiguity by agreement and shall inform the Court of their position at or prior to the Final Approval Hearing. loanDepot's counsel or Class Counsel may dispute an exclusion request, and the Parties shall, if possible, resolve the disputed exclusion request by agreement and shall inform the Court of their position at or prior to the Final Approval Hearing. The Court shall retain jurisdiction to resolve any disputed exclusion requests.

E. Any person in the Settlement Class who does not timely comply with all requirements for opting out contained in this Agreement, and is otherwise a member of the Settlement Class, shall be a Settlement Class Member, bound by this Agreement, this settlement, and the Release set forth in Section XIV herein, whether or not such Settlement Class Member objected to the settlement and whether or not such Settlement Class Member received consideration under the Settlement Agreement.

11.02 Objections. Any Settlement Class Member who intends to object to the fairness of this settlement must file a written objection with the Court no later than the Objection Deadline and simultaneously provide a copy to Class Counsel and counsel for loanDepot at the addresses set forth in the Section 18.16 herein. Any Settlement Class Member may object to, among other things, (a) the proposed settlement, (b) entry of the Final Approval Order and the judgment approving the settlement, (c) Class Counsel's request for attorneys' fees and expenses, or (d) Plaintiffs' request for incentive payments.

A. In the written objection, the Settlement Class Member must state his or her full name, current address, telephone number, the reasons for his or her objection, the name and number of the Action (*e.g.*, *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-60514), whether he or she intends to appear at the Final Approval Hearing on his or her own behalf or through counsel. Any documents supporting the objection must also be attached to such written objection, and if the Settlement Class Member intends to call witnesses at the Final Approval Hearing, those witnesses must be identified, including providing each witness's name, address, and telephone number in the written objection. Objections must be physically signed by the person objecting but need not be notarized.

B. Any Settlement Class Member who has timely filed a valid written objection, as provided for above, may appear at the Final Approval Hearing, either on his or her

own behalf or through an attorney hired at such person's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement, the settlement, entry of the Final Approval Order and judgment, Class Counsel's request for attorneys' fees and expenses, and/or Plaintiffs' request for incentive payments. If the attorney of a Settlement Class Member intends to make an appearance at the Final Approval Hearing, such attorney must: (a) file a notice of appearance with the Court no later than ten (10) days prior to the Final Approval Hearing, or as the Court may otherwise direct; and (b) serve a copy of such notice of appearance on all counsel for all Parties. Any Settlement Class Member who fails to comply with the provisions of this Section 11.02 shall waive and forfeit any and all rights to appear separately (including at the Final Approval Hearing) and/or to object, and shall be bound by all the terms of this settlement, and by all proceedings, orders, and judgments in the litigation.

XII. FINAL APPROVAL AND JUDGMENT ORDER

12.01 No later than fourteen (14) calendar days prior to the Final Approval Hearing, Class Counsel and loanDepot shall cause the Claims Administrator to file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

12.02 If the settlement is approved preliminarily by the Court, and all other conditions precedent to the settlement have been satisfied, no later than fourteen (14) calendar days prior to the Final Approval Hearing:

A. The Parties shall both request, individually or collectively, that the Court enter the Final Approval Order in substantially the form attached as Exhibit A, with Class Counsel filing a memorandum of points and authorities in support of the motion.

B. Counsel for the Class and loanDepot may file a memorandum addressing any objections submitted to the settlement.

12.03 At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be approved, whether the settlement should be finally approved as fair, reasonable and adequate, whether any objections to the settlement should be overruled, whether the fee award and incentive payments to the Plaintiffs should be approved, and whether a judgment finally approving the settlement should be entered.

12.04 This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and:

- A. Finds that the Notice provided satisfies the requirements of due process;
- B. Finds that Settlement Class Members have been adequately represented by the Class Representative and Class Counsel;
- C. Finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, that each Settlement Class Member shall be bound by this Agreement, including the releases and covenants in Section XIV, and that this Settlement Agreement should be and is finally approved;
- D. Dismisses on the merits and with prejudice all claims of the Settlement Class Members asserted against loanDepot in the Action, with each Party waiving all rights to appeal and waiving all rights to seek reimbursement of attorneys' fees or costs (except as expressly provided in this Agreement);
- E. Permanently enjoins each and every Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against loanDepot or the Released Parties; and
- F. Retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this settlement.

XIII. FINAL JUDGMENT

13.01 The "Effective Date" shall mean one (1) business day after the occurrence of the last of all of the following events:

- A. The Court enters a Final Approval Order and Judgment that are consistent with Section XII and that: (i) dismisses all claims in the Action with prejudice; and (ii) finally approves settlement of the Action without any material modification of the terms of this Agreement; and
- B. Either: (i) thirty (30) days have passed after entry of the judgment described in Section 13.01(A) above and no appeal is taken after the judgment's entry and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the judgment or Final Approval Order or to toll the time for appeal of the judgment

or Final Approval Order; OR (ii) all appeals, reconsideration, rehearing, or other forms of review and potential review of the Court's judgment and Final Approval Order are exhausted, and the Court's judgment and Final Approval Order are upheld without any material modification of the terms of this Agreement. Notwithstanding the above in this Section 13.01, any order modifying or reversing any award of attorneys' fees and/or expenses and/or any incentive awards to Plaintiffs shall not affect the calculation of the Effective Date.

XIV. RELEASE OF CLAIMS

14.01 Released Claims. Plaintiffs and each Settlement Class Member, as well as their respective assigns, heirs, executors, administrators, successors, and agents, hereby fully, finally, and forever release, resolve, relinquish and discharge all Released Claims (as defined below), including Unknown Claims (as defined below). Further, to the fullest extent permitted by law, each Settlement Class Member and Plaintiffs shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred from commencing, prosecuting, or participating in any recovery in any action (in law, in equity, or administratively), suit, debt, lien, or claim, in this or any other forum (other than participation in the settlement as provided herein) arising from or reasonably related to the Released Claims. This release does not apply to persons in the Settlement Class who timely opt out of the settlement.

A. "Released Claims" means any and all past, present, and future claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, proceedings, allegations, assertions of wrongdoing, and requests for reimbursements of any nature whatsoever, whether based on any federal law, state law, municipal law, ordinance, treaty, constitution, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), whether at common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual/fixed or contingent, liquidated or unliquidated, accrued or unaccrued, direct or derivative, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way, or either has been asserted, was asserted, or could have been asserted by any Settlement Class Member against any of the Released Parties with respect to recurring electronic fund transfers, provision of copies of written

preauthorizations therefor, compliance with the notification and documentation requirements and any provision of the EFTA or related regulatory or administrative promulgations and case law, including, but not limited to, claims under or for a violation of the EFTA, and any other statutory or common law claim arising from the recurring electronic fund transfers.

B. Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to “Unknown Claims,” which include any claims that Settlement Class Members, including Plaintiffs, do not know or suspect to exist in their favor at the time that the settlement and the releases contained herein become effective that, if known by such persons, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settlement Class Members and Plaintiffs further intend to and shall be deemed to have also waived the provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542.

The Settlement Class Members, including Plaintiffs, understand and acknowledge the significance of these waivers of California Civil Code § 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, the Settlement Class Members, including Plaintiffs, acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that

they now know or believe to be true with respect to the subject matter of the settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims, including Unknown Claims, will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. The Parties acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the foregoing waivers are material elements of the Settlement Agreement of which this release is a part.

XV. TERMINATION OF AGREEMENT

15.01 Either Side May Terminate the Agreement. Plaintiffs and loanDepot shall each have the right to unilaterally terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) calendar days of any of the following occurrences:

- a. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;
- b. An appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand;
- c. Any Court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement Agreement in a way that Plaintiffs or loanDepot reasonably consider material, unless such modification or amendment is accepted in writing by all Parties;
- d. The Effective Date does not occur; or
- e. Any other ground for termination provided for elsewhere in this Agreement occurs.

15.02 Termination if Large Number of Opt-Outs. If, at the conclusion of the Opt-Out Deadline, more than 1,000 persons in the Settlement Class have opted out of the settlement, loanDepot shall have, in its sole and absolute discretion, the option to terminate this Agreement within ten (10) calendar days after the Opt-Out Deadline.

15.03 Revert to Status Quo. If either Plaintiffs or loanDepot terminates this Agreement as provided herein, the Agreement shall be of no force and effect, and the Parties’ rights and

defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated. Any payments made to the Claims Administrator for services rendered to the date of termination shall not be refunded to loanDepot, but loanDepot shall be entitled to the prompt return of any expenses not yet incurred by the Claims Administrator.

XVI. NO ADMISSION OF LIABILITY

16.01 loanDepot has denied and continues to deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. loanDepot has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action. Nothing herein shall constitute an admission by loanDepot of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein shall constitute an admission by loanDepot that the Action is properly brought on a class or representative basis, or that a class could be certified in the Action, other than for settlement purposes.

To this end, the settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the settlement: (i) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of loanDepot or of the truth of any of the allegations in the Action; (ii) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of loanDepot in any civil, criminal or administrative proceeding in any court, arbitration forum, administrative agency or other tribunal, including but not limited to any litigation instituted by any putative class member who has opted out of the Settlement Class; (iii) are not and shall not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification; and (iv) are not and shall not be deemed to be, and may not be used as, an admission or evidence of the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties.

Any of the Released Parties may file the Settlement Agreement and/or the Final Approval Order in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith

settlement, judgment bar, or reduction, or another theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XVII. TAXES

17.01 Qualified Settlement Fund. The Parties agree that the account into which the Settlement Fund is deposited is intended to be a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. The Claims Administrator shall timely make or cause to be made such elections as necessary or advisable to carry out the provisions of this Section XVII, including, if requested by loanDepot, cooperating in the making of the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the applicable procedures and requirements contained in Treasury regulations promulgated under §468B of the Internal Revenue Code of 1986, as amended (the “Code”). It shall be the responsibility of the Claims Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

17.02 Claims Administrator is “Administrator.” The Claims Administrator shall be designated as the “administrator” of the Settlement Fund in accordance with the Treasury regulations under § 468B of the Code. The Claims Administrator shall timely file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as any elections described in Section 19.01) shall be consistent with this Section XVII and in all events shall reflect that all taxes, including any estimated taxes, interest or penalties, (collectively “Taxes”) with respect to any income of the Settlement Fund shall be paid out of the Settlement Fund as provided in Section 17.03.

17.03 Taxes Paid by Administrator. All Taxes or Tax-related expenses arising in connection with any income of the Settlement Fund, including any Taxes or Tax-related expenses that may be payable by Defendant or any of the other Released Parties with respect to any income of the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, shall be paid by the Claims Administrator from the Settlement Fund in accordance with Section 6.04(a).

17.04 Expenses Paid from Fund. Any expenses reasonably incurred by the Claims Administrator in carrying out the duties described in this Section XVII, including fees of attorneys and/or accountants, shall be paid by the Claims Administrator from the Settlement Fund in accordance with Section 6.04.

17.05 Responsibility for Taxes on Distribution. Any person or entity that receives a distribution from the Settlement Fund shall be solely responsible for Taxes or Tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such Taxes and Tax-related expenses shall not be paid from the Settlement Fund.

17.06 Defendant Not Responsible. In no event shall loanDepot or any of the other Released Parties have any responsibility or liability for Taxes or Tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiffs, Settlement Class Members, Class Counsel, or any other person or entity, and the Settlement Fund shall indemnify and hold loanDepot and the other Released Parties harmless for all such Taxes and Tax-related expenses (including Taxes and Tax-related expenses payable by reason of any such indemnification).

XVIII. MISCELLANEOUS

18.01 Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the Parties regarding the settlement and supersede all previous negotiations, agreements, commitments, understandings, and writings between the Parties in connection with the settlement of the Action. This Agreement further supersedes all previous agreements made by the Parties. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement. Except as otherwise provided herein, each party shall bear its own costs.

18.02 Governing Law. This Agreement and any dispute arising from this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This Agreement shall further be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California.

18.03 Non-Waiver of Debts/Obligations Owed by Class Members. The Parties understand and agree that this Settlement Agreement and any terms herein shall not affect in any regard any debt or obligation owed by the Plaintiff or any Settlement Class Member to loanDepot and/or its clients, principals, and their related or affiliated entities. This Settlement Agreement does not operate to waive, extinguish, terminate, reduce, or affect any debt or obligation owed by Plaintiffs or Class Members, and shall not impair or limit any right or cause of action or right to enforce or otherwise collect any underlying debt or amount owed to loanDepot and its clients, principals, and their related or affiliated entities.

18.04 Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including Plaintiffs and all Settlement Class Members, for purposes of the administration, implementation, and enforcement of this Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

18.05 No Construction Against Drafter. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

18.06 Headings. Paragraph titles or headings are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

18.07 Resolution of Disputes. The Parties acknowledge that it is their intent to consummate this Agreement, and shall cooperate in good faith to effectuate and implement all terms and conditions of this Settlement Agreement. The Parties each agree that the settlement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no

Party shall have any liability to any other Party as it relates to the Action, except as set forth herein. Any unresolved dispute regarding the administration, implementation, or enforcement of this Agreement shall be decided by the Court, or by a mediator upon agreement of the Parties.

18.08 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. The Parties agree that electronic signatures may be provided and shall have the full force and effect as handwritten signatures. A complete set of executed counterparts shall be filed with the Court.

18.09 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties to the extent allowed by law.

18.10 Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

18.11 Modifications. This Agreement may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by a duly authorized agent of each of loanDepot and Plaintiffs.

18.12 Exhibits. The exhibits to this Settlement Agreement are a material part of the settlement and are incorporated into, and made a part of, the Agreement.

18.13 Press Releases. In the event that a Party receives a media or press inquiry about the settlement or the resolution of the Action, the Party may respond by making “no comment.” The Parties shall not issue any other press releases or make any other statements to the media or press.

18.14 Confidentiality. All agreements made relating to the confidentiality of information exchanged in connection with the Action shall survive this Settlement Agreement, including but not limited to those relating to all information exchanged for purposes of mediation.

18.15 Dollar Amounts. All dollar amounts are in United States dollars (USD).

18.16 Notices. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail, fax or hand delivery, postage prepaid, as follows:

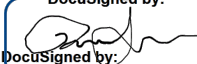
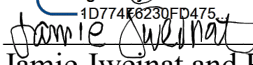
If to Class Counsel:

Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, CA 91364
Telephone: (877) 619-8966
tfriedman@toddfllaw.com

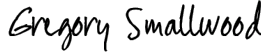
If to Counsel for Defendant:

COOLEY LLP
MATTHEW D. BROWN (196972)
(brownmd@cooley.com)
CAROLINE A. LEBEL (340067)
(clebel@cooley.com)
3 Embarcadero Center, 20th Floor
San Francisco, California 94111-4004
Telephone: (415) 693-2000
Facsimile: (415) 693-2222

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed this 19 day of July, 2024.

DocuSigned by:

DocuSigned by:
1D774E6230FD475

Jamie Jweinat and Richard Lechleitner,
Plaintiffs and Class Representatives

Defendant loandepot.com, LLC

By: 

Gregory Smallwood
Chief Legal Officer

APPROVED AS TO FORM:

Todd M. Friedman

Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, CA 91364
Telephone: (877) 619-8966
tfriedman@toddfllaw.com

Class Counsel
Attorneys for Plaintiffs Jamie Jweinat and
Richard Lechleitner and the Settlement Class

Matthew Brown

COOLEY LLP
MATTHEW D. BROWN (196972)
(brownmd@cooley.com)
3 Embarcadero Center, 20th Floor
San Francisco, California 94111-4004
Telephone: (415) 693-2000
Facsimile: (415) 693-2222
Attorneys for Defendant
loanDepot.com, LLC

EXHIBIT A

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1 Todd M. Friedman (SBN 216752)
2 Adrian R. Bacon (SBN 280332)
3 LAW OFFICES OF TODD M. FRIEDMAN, P.C.
4 21031 Ventura Blvd, Suite 340
5 Woodland Hills, CA 91364
6 Phone: 323-306-4234
7 Fax: 866-633-0228
8 tfriedman@toddfllaw.com
9 abacon@toddfllaw.com
10 *Attorneys for Plaintiff*

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9
10 COUNTY OF SAN FRANCISCO

11 **JAMIE JWEINAT and RICHARD**
12 **LECHLEITNER, individually and on**
13 **behalf of all others similarly situated,**

14 Plaintiff,

15 vs.

16 **LOANDEPOT.COM, LLC; and DOES**
17 **1-10 inclusive,**

18 Defendant.

Case No. CGC-23-605149

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 Plaintiffs have filed a Motion for an Order Granting Final Approval of the Class Action
2 Settlement and a Motion for Attorneys’ Fees, Costs, and Incentive Awards (collectively, “Final
3 Approval Motion”). Having reviewed the Final Approval Motion and supporting materials, the
4 Court determines and orders as follows:

5 A. Counsel for Plaintiffs and loanDepot.com, LLC (“Defendant”) have advised the Court
6 that the parties have agreed to settle this action on the terms and conditions set forth in the
7 Settlement Agreement (the “Settlement Agreement”).

8 B. The Court has reviewed the Settlement Agreement, as well as the files, records, and
9 proceedings to date in this matter. The terms of the Settlement Agreement (including its exhibits)
10 are hereby incorporated as though fully set forth in this Order. Unless otherwise provided herein,
11 capitalized terms shall have the meanings attributed to them in the Settlement Agreement.

12 C. Based upon examination, it appears to the Court that the Settlement Agreement is
13 sufficiently fair, reasonable, and adequate to warrant final approval and judgment in the above-
14 captioned action (the “Action”).

15 Based upon the foregoing, **IT IS HEREBY ORDERED:**

16 1. **Final Approval of Proposed Settlement.** The Settlement Agreement, including all
17 exhibits thereto, is approved as fair, reasonable, and adequate. The Court finds that (a) the
18 Settlement Agreement resulted from extensive arm’s length negotiations, and (b) the Settlement
19 Agreement is sufficient to warrant final approval.

20 2. **Class Certification for Settlement Purposes Only.**

21 (a) Pursuant to Code of Civil Procedure § 382, the Court, for settlement purposes only,
22 certifies a class consisting of “all persons in the United States whose bank accounts were debited on
23 a reoccurring basis by Defendant without such person being provided a copy of the authorization to
24 make a preauthorized electronic fund transfer, between September 21, 2021, and October 6, 2023,
25 inclusive, except Defendant, its employees, officers, and directors, and the Court staff and judge(s)
26 assigned to this matter.” The Settlement Class further does not include any persons who validly
27 requested exclusion from the Settlement Class, each of whom is identified in Exhibit # hereto
28 pursuant to Section 11.01(C) of the Settlement Agreement.

1 (b) In connection with the certification of the Settlement Class for settlement purposes
2 only, the Court makes the following findings for settlement purposes only:

3 (1) The Settlement Class satisfies Code of Civil Procedure § 382 because
4 the Settlement Class is so numerous that joinder of all members is impracticable;

5 (2) The Settlement Class satisfies Code of Civil Procedure § 382 because
6 there are questions of law or fact common to the Settlement Class;

7 (3) The Settlement Class satisfies Code of Civil Procedure § 382 because
8 the claims of the Plaintiffs named in the caption are typical of the claims being resolved through the
9 proposed settlement;

10 (4) The Settlement Class satisfies Code of Civil Procedure § 382 because
11 the named Plaintiffs are capable of fairly and adequately protecting the interests of the above-
12 described Settlement Class in connection with the proposed settlement and because counsel
13 representing the Settlement Class are qualified, competent, and capable of prosecuting this action on
14 behalf of the Settlement Class.

15 (5) The Settlement Class satisfies the requirements of Code of Civil
16 Procedure § 382 because, for purposes of settlement approval and administration, common questions
17 of law and fact predominate over questions affecting only individual Settlement Class Members and
18 because settlement is superior to other available methods for the fair and efficient resolution of the
19 claims of the Settlement Class. The Settlement Class is sufficiently cohesive to warrant settlement
20 by representation.

21 (c) In making the foregoing findings, the Court has exercised its discretion to certify a
22 Settlement Class for settlement purposes only.

23 **3. Class Counsel and Class Representatives.**

24 (a) The Court appoints Todd M. Friedman and Adrian R. Bacon, of the Law Offices of
25 Todd M. Friedman, P.C., as counsel for the Settlement Class (“Class Counsel”). For purposes of
26 these settlement approval proceedings, the Court finds that Class Counsel are competent and capable
27 of exercising their responsibilities as Class Counsel.

28 (b) The Court appoints named Plaintiffs Jamie Jweinat and Richard Lechleitner as Class

1 Representatives.

2 4. **Findings Concerning Notice.** The Court finds that the form of Notice and the
3 manner of its dissemination constituted the best practicable notice under the circumstances and was
4 reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the
5 pendency of the Action, the terms of the Settlement Agreement, and Settlement Class Members’
6 right to object to the settlement or exclude themselves from the Settlement Class. The Court finds
7 that the Notice was reasonable, that it constituted due, adequate, and sufficient notice to all persons
8 entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and
9 3.769(f), and any other applicable laws.

10 5. **Exclusion from Settlement Class.** Each Settlement Class Member who followed the
11 procedures set forth in Section 11.01 of the Settlement Agreement shall be excluded from the
12 Settlement Class. The names of all such excluded individuals shall be attached as an exhibit to any
13 Final Judgment in the Action.

14 6. **Costs of Notice and Settlement Administration.** Settlement Administration Costs in
15 the amount of \$_____ shall be paid from the Settlement Fund.

16 7. **Attorneys’ Fees and Costs.** Attorneys’ fees in an amount equivalent to one third
17 (33.33%) of the Settlement Fund, or \$341,632.50, are awarded as Class Counsel’s reasonable
18 attorneys’ fees. The Court finds the rates and hours worked by Class Counsel reasonable, and
19 further finds the awarded fees reasonable under the common fund method, as well as under a
20 lodestar crosscheck method. Costs of suit in the amount of _____ are awarded to Class Counsel,
21 and shall be paid from the Settlement Fund.

22 8. **Incentive Awards.** Plaintiffs’ request for incentive awards in the amount of
23 \$10,000.00 each (\$20,000.00 total) for the two Class Representatives is reasonable and is hereby
24 granted, and shall be paid from the Settlement Fund.

25 9. **Objections.** Any objections to the settlement have been considered and are hereby
26 overruled.

27 10. **Discretion of Counsel.** Counsel for both parties are hereby authorized to take all
28 reasonable steps in connection with administration of the settlement not materially inconsistent with

1 this Order that they jointly deem reasonable or necessary.

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3 **IT IS SO ORDERED.**

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5 Date: _____, 2024

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7 HON. ANNE-CHRISTINE MASSULLO
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EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

**JAMIE JWEINAT and RICHARD
LECHLEITNER, individually and on behalf of
all others similarly situated,**

Case No.: CGC-23-605149

Plaintiff,

vs.

**LOANDEPOT.COM, LLC; and DOES 1-10
inclusive,**

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I RECEIVE NOTICE OF A PROPOSED SETTLEMENT?

Our records indicate that **loanDepot.com, LLC** initiated reoccurring electronic funds transfers from a bank account belonging to you, without providing you a copy of your written electronic fund preauthorization, between September 21, 2021, and October 6, 2023, inclusive. As such, you have been identified as a member of a Settlement Class, and are included in a proposed class action settlement. This Notice explains that the Superior Court of the State of California, County of San Francisco has granted preliminary approval of a settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiffs Jamie Jweinat and Richard Lechleitner (“Plaintiffs”) filed a lawsuit on March 14, 2023, against loanDepot.com, LLC (“Defendant”) in the Superior Court of the State of California, County of San Francisco, alleging that Plaintiffs and other persons similarly situated had funds debited from their bank accounts by Defendant on a reoccurring basis without being provided a copy of a written preauthorization to do so, thereby violating the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.* (the “EFTA”). Plaintiffs also alleged a derivative claim under the “unlawful” prong of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”). Plaintiffs alleged that they and others similarly situated were entitled to actual damages, statutory damages, restitution of funds, attorneys’ fees, costs of litigation, equitable and injunctive relief, and prejudgment interest. The lawsuit is entitled *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-60514 (the “Action”).

The Court has not determined whether Plaintiffs’ claims and allegations have any merit. Instead, after good-faith negotiations and for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this Action, Plaintiffs and Defendant have agreed to settle this Action and all claims therein for a proposed Settlement Amount of \$1,025,000.00. A classwide settlement avoids the costs and risk of a trial, and members of the Settlement Class (those similarly situated to Plaintiffs) can receive the available benefits provided by the proposed settlement. Plaintiffs and Class Counsel, which are attorneys appointed to represent the interests of the Settlement Class, believe the proposed settlement is in the best interest of the Settlement Class.

Nothing in the settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims have any merit or that it has any liability to Plaintiffs or the Settlement Class. loanDepot.com, LLC has denied and continues to deny all of Plaintiffs' allegations in the Action, and disputes that it has any liability.

III. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

You are included in the Settlement Class if you fall within the following definition: "All persons in the United States whose bank accounts were debited on a reoccurring basis by loanDepot.com, LLC without such person being provided a copy of the authorization to make a preauthorized electronic fund transfer, between September 21, 2021, and October 6, 2023, inclusive, except loanDepot.com, LLC, its employees, officers, and directors, and the Court staff and judge(s) assigned to this matter."

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Pursuant to the Settlement Agreement, Defendant has agreed to pay a maximum settlement amount of \$1,025,000.00 ("Settlement Fund"). A Claims Administrator has been appointed to administer the settlement. The settlement amount is and shall be inclusive of the following: (a) incentive awards to Jamie Jweinat and Richard Lechleitner, as Class Representatives, in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) each (\$20,000 total); (b) Class Counsel's attorneys' fees, in an amount up to one third (33.33%) of the maximum settlement amount, or Three Hundred Forty-One Thousand Six Hundred Thirty-Two Dollars and Fifty Cents (\$341,632.50), incurred or to be incurred in this Action, including any appeals; (c) costs and expenses associated with the Action in an amount of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00), incurred or to be incurred in this Action, including any appeals; (d) the fees and expenses of the Claims Administrator, capped at One-Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00), and subject to reduction to correspond with the actual fees and expenses incurred; and (e) the remainder of approximately Four Hundred Fifty-Eight Thousand Three Hundred Sixty-Seven Dollars and Fifty Cents (\$458,367.50), which is to be distributed pro rata to Settlement Class members.

Any settlement payments issued to Settlement Class Members via checks which have not been cashed within 180 days of issuance, and any other unclaimed portion of the Settlement Fund, if any, will be sent to the Habitat for Humanity of Orange County as a *cy pres* recipient.

1. **Settlement Payments:** Your individual share of the Settlement Fund will be based on the total number of claims made.
2. **Release of Claims:** If you do not exclude yourself from the settlement (according to the procedures explained below), you will fully and finally release loanDepot.com, LLC and its past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives, and the outsourced vendors that Defendant utilized to debt funds from the Settlement Class and their respective past, present, and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives, of all past, present, and future claims, demands, rights, liabilities, and/or causes of action that were asserted, have been asserted, or could have been asserted in the Action, or arise out of or relate in

any way to reoccurring electronic fund transfers, provision of copies of written preauthorizations therefor, compliance with the notification and documentation requirements of any provision of the EFTA or related regulatory or administrative promulgations and case law, including, but not limited to, claims under or for a violation of the EFTA, and any other statutory or common law claim arising from the reoccurring electronic fund transfers. This release specifically extends to, among others, unknown claims, or claims which you do not know or suspect to exist at the time of this settlement. Section XIV (“Release of Claims”) of the Settlement Agreement describes in greater detail the legal claims that you are giving up if you remain in the Settlement Class. The Settlement Agreement is on file with the Court and can be viewed at [LINK to EFTAsettlement.com].

V. **WHAT ARE MY OPTIONS?**

A. **You May Accept Your Share of the Settlement by Submitting a Claim Form**

Any Settlement Class Member who wishes to participate in the settlement and receive a payment (“Individual Settlement Amount”) must file a claim form with the Claims Administrator **postmarked on or before [DATE] to the following address:**

JWEINAT v. LOANDEPOT.COM, LLC – Claims Administrator
c/o Postlethwaite & Netterville, APAC.
[ADDRESS]
[CITY, STATE, ZIP]
1 (800) 000-0000

If you file a valid, timely, and complete claim, you will be deemed a Qualified Settlement Class Member, receive an Individual Settlement Amount via check, be bound by the terms of the settlement and any final judgment that may be entered by the Court, and be considered to have released the claims against Defendant and the other released parties described in the Settlement Agreement **unless you submit a timely request to be excluded as described below.**

A claim form may be mailed to you at your address. It is also available online here [LINK to EFTAsettlement.com].

Please note that it is your obligation to keep the Claims Administrator informed of any changes in your mailing address until your Individual Settlement Amount, if any, is received, should final approval of the Settlement be granted. Changing your mailing address and not letting the Claims Administrator know may prevent you from receiving your Individual Settlement Amount.

B. **You May Exclude Yourself from the Settlement**

Any Settlement Class Member who does not wish to participate in the settlement and instead wishes to be excluded from the settlement and any final judgment that may be entered by the Court, **must mail a letter to the Claims Administrator postmarked on or before [DATE] to the following address:**

JWEINAT v. LOANDEPOT.COM, LLC – Claims Administrator
c/o Postlethwaite & Netterville, APAC.
[ADDRESS]
[CITY, STATE, ZIP]
1 (800) 000-0000

The letter must state unequivocally in writing that you are requesting to exclude yourself from the settlement (identifying the Action by name and case number (e.g., *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-60514)) and must include your name, address, telephone

number, and original signature. A Settlement Class Member who properly submits a valid and timely request to be excluded from the settlement: (1) will not receive any payment of any kind in connection with this settlement; (2) will not be bound by or receive any benefit of this settlement; (3) will have no right to object to the settlement or be heard at any hearing scheduled for the Court’s consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against loanDepot.com, LLC.

C. You May Object to the Settlement

Any Settlement Class Member who does not request to be excluded from the settlement may, if the person wishes, object to the terms of the settlement before final Court approval by filing a written objection with the Court and providing a copy to Class Counsel and counsel for Defendant at the addresses listed below no later than **[DATE]**. If the Court rejects your objection, however, you will still be bound by the terms of the settlement.

To object, you must file the objection with the Superior Court of the State of California, County of San Francisco electronically.

You must also provide copies to Class Counsel and counsel for Defendant:

Class Counsel: Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, CA 91364
Telephone: (877) 619-8966
tfriedman@toddfllaw.com

Counsel for Defendant: COOLEY LLP
MATTHEW D. BROWN
(brownmd@cooley.com)
CAROLINE A. LEBEL
(clebel@cooley.com)
3 Embarcadero Center, 20th Floor
San Francisco, California 94111-4004
Telephone: (415) 693-2000
Facsimile: (415) 693-2222

Any written objection must bear an original signature and state: (1) the name and case number of this matter (i.e., *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-60514); (2) the Objecting Class Member’s full name, current address, and telephone number; (3) the reasons for the objection (with any documents supporting the objection attached to such written objection); (4) a representation as to whether the Objecting Class Member intends to appear at the Final Approval Hearing on his or her own behalf or through counsel; and (5) if the Objecting Class Member intends to call witnesses at the Final Approval Hearing, an identification of those witnesses (with each such witness’s name, address, and telephone number). To be valid and effective, the Court, Class Counsel, and counsel for Defendant must receive any written objection along with any notice of intent to appear at the Final Approval Hearing no later than **[DATE]**. If the Court denies your objection, you will be bound by any judgment with respect to the settlement, and you will release the Defendant from legal claims as described above and in the Settlement Agreement on file with the Court and available here [[LINK to EFTAsettlement.com](#)].

D. You Can Do Nothing

If you do nothing in response to this Notice, you will NOT receive any Individual Settlement Amount for your portion of the settlement, but you will be bound by any judgment entered with respect to the settlement, and you will release Defendant from legal claims as explained above and in the Settlement Agreement on file with the Court.

VI. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on [REDACTED], at ___:___ [a.m./p.m.] in Dept. 610 of the Superior Court of the State of California, County of San Francisco, located at 400 McAllister Street, San Francisco, CA 94102, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, including the Class Representatives' Incentive Payments, Class Counsel's Attorneys' Fees and Expenses Payments, the payment to the Claims Administrator of Settlement Administration Costs, and the payments to the Class.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option.**

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should read the Settlement Agreement which is on file with the Court and available online here [LINK TO EFTAsettlement.com]. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined during regular business hours at the Office of the Clerk of the Superior Court of the State of California, County of San Francisco, located at 400 McAllister Street, San Francisco, CA 94102.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE CLAIMS ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE SUPERIOR COURT

EXHIBIT C

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Legal Notice of Proposed Class Action Settlement

You may be Eligible for a Payment from a Class Action Settlement.

Subject to Court approval, a settlement has been reached in the class action lawsuit *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149 (the “Action”). The Action alleges that loanDepot.com, LLC (“Defendant”) debited funds from consumers’ bank accounts on a reoccurring basis without providing consumers copies of their written electronic fund preauthorizations, allegedly in violation of the Electronic Funds Transfer Act, 15 U.S.C. § 1693 *et seq.* (the “EFTA”) and the “unlawful” prong of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”). Defendant denies any wrongdoing, but has agreed to settle the Action to avoid further litigation. The settlement will create a fund of **\$1,025,000**, to be paid by Defendant. The \$1,025,000 Settlement Fund will be used to pay: (i) Class Counsel’s attorneys’ fees, not to exceed \$341,632.50 (or 33.33% of the Settlement Fund), (ii) Settlement Administration Costs incurred by the Claims Administrator, not to exceed \$190,000.00, (iii) litigation costs and expenses, not to exceed \$15,000.00, and (iv) incentive awards to the named Plaintiffs Jamie Jweinat and Richard Lechleitner (“Class Representatives”), not to exceed \$10,000.00 each. After the deductions referenced above, it is estimated that there will be approximately \$458,367.50 for the Settlement Class Members, to be distributed pro rata.

Am I a Settlement Class Member? You are included in the Settlement Class if you fall within the following definition: "All persons in the United States whose bank accounts were debited on a reoccurring basis by loanDepot.com, LLC without such person being provided a copy of the authorization to make a preauthorized electronic fund transfer, between September 21, 2021, and October 6, 2023, inclusive, except loanDepot.com, LLC, its employees, officers, and directors, and the Court staff and judge(s) assigned to this matter."

How do I get a payment? If you are a Settlement Class Member and want to receive a payment as part of the settlement, you need to complete and submit the enclosed claim form by mailing it to **[Address of Claims Administrator]**. Your valid and complete claim form must be postmarked no later than **[X]**. After the Court grants final approval of the Settlement, you will then receive a check in the mail for an amount that shall be calculated pro rata based on the total number of valid claim forms that are received by the Claims Administrator. **Failure to timely submit a valid claim form will make you a Settlement Class Member and bind you to the terms of the Settlement Agreement, but will also forfeit your right to claim your portion of the Settlement Fund.**

What are my rights? If you do not want to be legally bound by the settlement, you must exclude yourself from the Settlement Class by opting out. **The deadline to exclude yourself is [date]. If you exclude yourself from the Settlement Class, or fail to timely submit a valid claim form, you will not receive any money from the settlement.** If you do not exclude yourself, you will release any claims against Defendant that were asserted, have been asserted, or could have been asserted in the Action, or arise out of or relate in any way to reoccurring electronic fund transfers, provision of copies of written preauthorizations therefor, compliance with the notification and documentation requirements of any provision of the EFTA or related regulatory or administrative promulgations and case law, including, but not limited to, claims under or for a violation of the EFTA, and any other statutory or common law claim arising

from the reoccurring electronic fund transfers. This release specifically extends to, among others, unknown claims, or claims which you do not know or suspect to exist at the time of this settlement. Section XIV (“Release of Claims”) of the Settlement Agreement describes in greater detail the legal claims that you are giving up if you remain in the Settlement Class. The Settlement Agreement is on file with the Court and can be viewed at [EFTAsettlement.com].

If you do not exclude yourself and remain in the Settlement Class, you may object to the settlement by [date]. Section 11.02 (“Objections”) of the Settlement Agreement describes in detail the steps you must take to object to the settlement. The Court will hold a hearing on [date] to consider whether to approve the settlement, but to object to the settlement, you must first file a written objection with the Court and serve the objection on counsel representing the Settlement Class and counsel for loanDepot.com, LLC. You may also hire an attorney at your own expense to appear or speak for you at the hearing.

For more information about the settlement, including your legal options and rights to exclude yourself or object to the Settlement, visit [www.EFTAsettlement.com] or call XXX-XXX-XXXX.

Carefully separate this Claim Form post card at the perforation

«Barcode» Claim #: «ClaimID» «First1» «Last1»

You may be eligible for a cash payment from this class action settlement. To complete this Claim Form, please provide your current address, phone number, an original signature, and the date. Please then mail the complete Claim Form to XXXXX by XXXX XX, 2024.

Cellular Phone Number (Required): (_ _ _) - _ _ _ - _ _ _ _

Current Address (Required):

Attestation (Required):

I attest under penalty of perjury that my bank account was subject to reoccurring electronic funds transfers by loanDepot.com, LLC without my receiving a copy of the written electronic fund preauthorization between September 21, 2021 and October 6, 2023, inclusive. I further attest under penalty of perjury that I am not an employee or agent of loanDepot.com, LLC, or Court staff or the judge(s) assigned to *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149.

Signature: _____ Date: _____

Mail this Claim Form on or before XXXX XX, 202X.

XXX«ClaimID»

«ClaimID»

CYCCRD01

EXHIBIT D

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Consumers whose bank accounts were debited by LOANDEPOT.COM, LLC may be affected by a Class Action Settlement.

You may be affected by a settlement in a class action lawsuit claiming that loanDepot.com, LLC debited funds from consumers' bank accounts without providing them copies of written electronic fund preauthorizations, allegedly in violation of the Electronic Funds Transfer Act, 15 U.S.C. § 1693 *et seq.* ("EFTA") and the "unlawful" prong of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL"). The lawsuit ("Action"), *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149, is pending in the Superior Court of the State of California, County of San Francisco. The parties to the Action, Jamie Jweinat and Richard Lechleitner ("Plaintiffs" and "Class Representatives"), and loanDepot.com, LLC ("Defendant"), have decided to settle the matter. Currently, a settlement has been proposed for a maximum payment of \$1,025,000.00 by loanDepot.com, LLC. The proposed settlement is subject to the Court's final approval.

Am I included? You are included in the Settlement Class if you are a person in the United States whose bank account was debited on a reoccurring basis by loanDepot.com, LLC without your being provided a copy of the authorization to make a preauthorized electronic fund transfer between September 21, 2021 and October 6, 2023, inclusive ("Class Period"), and you are not loanDepot.com, LLC, its employees, officers, or directors, or the Court staff or judge(s) assigned to this matter.

What is the case about? Plaintiffs allege that loanDepot.com, LLC debited funds from consumers' bank accounts on a reoccurring basis during the Class Period without providing copies of the written authorization to make a preauthorized electronic funds transfer. loanDepot.com, LLC denies all of the claims and allegations in the Action. The Court has not ruled on the merits of the claims. The parties have decided to settle the case without a trial, and the settlement is pending the Court's approval.

The settlement, if approved by the court, will entitle Settlement Class Members to a pro rata share of the Settlement Fund made available through the common fund of \$1,025,000, less deductions for Class Counsel's attorneys' fees, litigation costs, incentive awards to Plaintiffs Jamie Jweinat and Richard Lechleitner for serving as Class Representatives, and Settlement Administration Costs, which will all be paid out of the Settlement Fund.

Who represents me? The Court has appointed the Law Offices of Todd M. Friedman, P.C. to represent you and other Settlement Class Members as Class Counsel. You do not have to pay Class Counsel or anyone else to participate. If the Court approves the proposed settlement, then

Class Counsel will be paid out of the Settlement Fund. You may hire your own lawyer to represent you at your own expense. Jamie Jweinat and Richard Lechleitner are Settlement Class Members like you, and the parties have agreed to appoint them to serve as the Class Representatives.

What are my rights & options? You have a choice of whether to file a claim to receive settlement benefits, opt out of the Settlement Class, object to the settlement, or do nothing. If you file a timely, valid, and complete claim form, you will be deemed a Qualified Settlement Class Member, receive an Individual Settlement Amount via check, be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and be considered to have released the claims against Defendant and the other Released Parties described in the Settlement Agreement unless you submit a timely request to be excluded as described below. Claim forms must be mailed to the below address and postmarked by [Month 00, 9999]:

JWEINAT v. LOANDEPOT.COM, LLC. – Claims
Administrator
c/o Postlethwaite & Netterville, APAC.
[ADDRESS]
[CITY, STATE, ZIP]

If you do nothing, you are choosing to stay in the Settlement Class, **BUT WILL NOT** receive settlement benefits. This means you will be legally bound by the settlement that is approved by the Court, and you won't be able to sue or continue to sue loanDepot.com, LLC about the legal claims made in the Action in a different lawsuit.

If you do not want to stay in the Settlement Class, you must opt out by submitting a written request for exclusion. If you exclude yourself, you cannot share in the settlement benefits, including a pro rata share of the Settlement Fund, but you will keep your right to separately sue loanDepot.com, LLC over the legal issues in the Action. To ask to be excluded from the Settlement Class, send a letter with an unequivocal request to be excluded from the settlement to the address below postmarked by [Month 00, 9999]. Your letter must state that you want to be excluded from *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149, and must include your name, address, telephone number, and original signature.

JWEINAT v. LOANDEPOT.COM, LLC. – Claims
Administrator
c/o Postlethwaite & Netterville, APAC.
[ADDRESS]
[CITY, STATE, ZIP]

Any Settlement Class Member who does not request to be excluded from the settlement may, if the person wishes, object to the terms of the settlement by filing a written objection with the Court no later than [Month 00, 9999] and serving the written objection on Class Counsel and counsel for Defendant. If the Court rejects your objection, however, you will still be bound by the terms of the settlement. To object in writing, you must file the objection electronically with the Superior Court of the State of California, County of San Francisco, and send copies to both Class Counsel and counsel for Defendant at the addresses below:

Class Counsel: Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, CA 91364
Telephone: (877) 619-8966
tfriedman@toddfllaw.com

Counsel for Defendant: COOLEY LLP
MATTHEW D. BROWN
(brownmd@cooley.com)
CAROLINE A. LEBEL
(clebel@cooley.com)
3 Embarcadero Center, 20th Floor
San Francisco, California 94111-4004
Telephone: (415) 693-2000
Facsimile: (415) 693-2222

Any written objection must bear an original signature and state: (1) the name and case number of this matter (i.e., *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-60514); (2) the Objecting Class Member's full name, current address, and telephone number; (3) the reasons for the objection (with any documents supporting the objection attached to such written objection); (4) a representation as to whether the Objecting Class Member intends to appear at the Final Approval Hearing on his or her own behalf or through counsel; and (5) if the Objecting Class Member intends to call witnesses at the Final Approval Hearing, an identification of those witnesses (with each such witness's name, address, and telephone number). If the Court denies your objection, you will be bound by any judgment with respect to the settlement, and you will release the Defendant from legal claims as described above and in the Settlement Agreement on file with the Court.

Want more information?

This Notice contains a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should read the Settlement Agreement, which is on file with the Court and available online here [LINK]. For further information, go to [www.\[EFTAsettlement\].com](http://www.[EFTAsettlement].com), call 1-____-____-____, write to the Claims Administrator, [PO Box 0000, City, ST 00000-0000], or call Class Counsel at 1-____-____-____.

EXHIBIT E

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If your bank account was debited by LOANDEPOT.COM, LLC, you may be affected by a Class Action Settlement.

You may be affected by a settlement in a class action lawsuit claiming that loanDepot.com, LLC debited funds from consumers' bank accounts without providing them copies of written electronic fund preauthorizations, allegedly in violation of the Electronic Funds Transfer Act, 15 U.S.C. § 1693 *et seq.* ("EFTA") and the "unlawful" prong of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL"). The lawsuit ("Action"), *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149, is pending in the Superior Court of the State of California, County of San Francisco. The parties to the Action, Jamie Jweinat and Richard Lechleitner ("Plaintiffs" and "Class Representatives"), and loanDepot.com, LLC ("Defendant"), have decided to settle the matter. Currently, a settlement has been proposed for a maximum payment of \$1,025,000.00 by loanDepot.com, LLC. The proposed settlement is subject to the Court's final approval.

ARE YOU INCLUDED?

You are included in the Settlement Class if you are a person in the United States whose bank account was debited on a reoccurring basis by loanDepot.com, LLC without your being provided a copy of the authorization to make a preauthorized electronic fund transfer between September 21, 2021 and October 6, 2023, inclusive ("Class Period"), and you are not loanDepot.com, LLC, its employees, officers, or directors, or the Court staff or judge(s) assigned to this matter.

WHAT IS THE CASE ABOUT?

Plaintiffs allege that loanDepot.com, LLC debited funds from consumers' bank accounts on a reoccurring basis during the Class Period without providing copies of the written authorization to make a preauthorized electronic funds transfer. loanDepot.com, LLC denies all of the claims and allegations in the Action. The Court has not ruled on the merits of the claims. The parties have decided to settle the case without a trial, and the settlement is pending the Court's approval.

The settlement, if approved by the court, will entitle Settlement Class Members to a pro rata share of the Settlement Fund made available through the common fund of \$1,025,000, less deductions for Class Counsel's attorneys' fees, litigation costs, incentive awards to Plaintiffs Jamie Jweinat and Richard Lechleitner for serving as Class Representatives, and Settlement Administration Costs, which will all be paid out of the Settlement Fund.

WHO REPRESENTS ME?

The Court has appointed the Law Offices of Todd M. Friedman, P.C. to represent you and other Class members as Class Counsel. You do not have to pay Class Counsel or anyone else to participate. You may hire your own lawyer to represent you at your own expense. Jamie Jweinat and Richard Lechleitner are Class members like you, and the Court has appointed them to serve as the “Class Representatives.”

GETTING MORE INFORMATION?

If you want detailed information or other documents about this lawsuit and your rights call, visit the website: www.EFTAsettlement.com, call 1-____-____-____, write to the Claims Administrator, [PO Box 0000, City, ST 00000-0000], or call Class Counsel at 1-____-____-____.

EXHIBIT F

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1 Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
2 LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd, Suite 340
3 Woodland Hills, CA 91364
4 Phone: 323-306-4234
5 Fax: 866-633-0228
tfriedman@toddfllaw.com
6 abacon@toddfllaw.com
Attorneys for Plaintiff

7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF SAN FRANCISCO**

9 **JAMIE JWEINAT and RICHARD**
LECHLEITNER, individually and on
10 **behalf of all others similarly situated,**

11 Plaintiff,

12 vs.

13 **LOANDEPOT.COM, LLC; and DOES 1-**
10 inclusive,

14 Defendant

) Case No. CGC-23-605149

)
)
) **[PROPOSED] ORDER GRANTING**
) **PLAINTIFFS' MOTION FOR**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION SETTLEMENT**

) Date:

) Time:

) Department: 610

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 The Motion for Preliminary Approval of Class Action Settlement (“Motion”) came
3 before this Court, on XXXXXX, 2024 at 9:30 a.m. The Court, having considered the papers
4 submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. Capitalized terms shall have the definitions set forth in the Settlement Agreement
6 (the “Settlement Agreement”) entered into between the Parties.

7 2. The following Settlement Class is conditionally certified for purposes of
8 settlement only: “all persons in the United whose bank accounts were debited on a reoccurring
9 basis by defendant loanDepot.com, LLC (“Defendant”) without such person being provided a
10 copy of the authorization to make a preauthorized electronic fund transfer, between September
11 21, 2021, and October 6, 2023, inclusive, except loanDepot.com, LLC, its employees, officers,
12 and directors, and the Court staff and judge(s) assigned to this matter.”

13 3. The Settlement Class shall consist of all Settlement Class Members who do not
14 exclude themselves (“opt out”) from the Settlement Class by mailing a timely request for
15 exclusion in accordance with the requirements set forth in the Settlement Agreement.

16 4. The Court grants preliminary approval of the settlement based upon the terms set
17 forth in the Settlement Agreement filed herewith, and finds that the Settlement Class meets the
18 requirements for conditional certification for settlement purposes only under California Code of
19 Civil Procedure § 382.

20 5. The Settlement Agreement and settlement appear to be fair, adequate, and
21 reasonable to the Class. The settlement’s terms fall within the range of reasonableness and
22 appear to be presumptively valid, subject only to any objections that may be raised in
23 connection with the Final Approval Hearing.

24 6. Plaintiffs Jamie Jweinat and Richard Leichleitner are conditionally approved as
25 Class Rrepresentatives for the Settlement Class.

7. Incentive awards of \$10,000.00 payable to each of Plaintiffs Jamie Jweinat and

1 Richard Lechleitner for their services as Class Representatives are conditionally approved.

2 8. Plaintiffs' Counsel Todd M. Friedman and Adrian R. Bacon, of the Law Offices
3 of Todd M. Friedman, P.C., are conditionally approved as Class Counsel for the Settlement
4 Class.

5 9. An award of attorneys' fees in an amount equivalent to one third (33.33%) of the
6 Settlement Fund, or \$341,632.50, and an award of up to \$15,000.00 in actual litigation costs
7 payable to Class Counsel are conditionally approved.

8 10. A Final Approval Hearing on the question of whether the Settlement, awards of
9 attorneys' fees and costs to Class Counsel, and incentive awards to Plaintiffs Jamie Jweinat and
10 Richard Lechleitner should be given Final Approval as fair, reasonable, and adequate as to
11 Settlement Class Members is scheduled in Department 610 on the date and time set forth in
12 Paragraph 19 below.

13 11. The Court hereby appoints Postlethwaite & Netterville, APAC as the Claims
14 Administrator.

15 12. The estimated Settlement Administration Costs of up to \$190,00.00 to the
16 Claims Administrator for its services are hereby conditionally approved.

17 13. The Court approves, as to form and content, the Notice in substantially the form
18 attached to the Declaration of Todd Friedman submitted in conjunction with the Motion, and as
19 set forth in the Settlement Agreement. The Court approves the procedures for Settlement Class
20 Members to participate in, request exclusion from, and object to the settlement as set forth in the
21 Notice and Settlement Agreement.

22 14. The Court directs the distribution of the Notice to all Settlement Class Members
23 in accordance with the Implementation Schedule set forth in Paragraph 19 below and Section
24 VIII of the Settlement Agreement. The Court finds the dates selected for the mailing and
25 distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of
due process and provide the best notice practicable under the circumstances and shall constitute
due and sufficient notice to all persons entitled thereto.

1 15. Any Settlement Class Member may choose to opt-out of and be excluded from
2 the Settlement Class, as provided in the Notice, by following the instructions for requesting
3 exclusion from the Settlement Class that are set forth in the Notice. All requests for exclusion
4 must be submitted as provided in the Notice and Settlement Agreement. Any such person who
5 chooses to opt-out of and be excluded from the Settlement Class will not be entitled to any
6 recovery under the settlement and will not be bound by the settlement or have any right to
7 object, appeal, or comment thereon. Any written request to opt-out must be signed by each
8 such person opting out and must otherwise conform with the requirements set forth in Section
9 11.01 of the Settlement Agreement. Settlement Class Members who have not requested
10 exclusion shall be bound by all determinations of the Court, the Settlement Agreement, and
11 Final Judgment.

12 16. Any Settlement Class Member may appear at the Final Approval Hearing.
13 However, to object to the proposed settlement, a Settlement Class Member must file and serve
14 upon the parties' counsel a written objection, with an original signature, by the deadline set
15 forth in Paragraph 19 below, stating: (1) the name and case number of this matter; (2) the
16 objecting Settlement Class Member's full name, address, and telephone number; (3) the basis
17 for the objection, including all arguments, citations, and evidence supporting the objection; (4) a
18 representation as to whether the objecting Settlement Class Member intends to appear at the
19 Final Approval Hearing on his or her own behalf or through counsel; and (5) if the objecting
20 Settlement Class Member intends to call witnesses at the Final Approval Hearing, an
21 identification of all such witnesses, including each witness's name, address, and telephone
22 number. Settlement Class Members who fail to file with the Court and serve both Class
23 Counsel and counsel for Defendant with timely written objections in the manner specified
24 herein and in the Settlement Agreement shall be foreclosed from making any objection (whether
25 by appeal or otherwise) to the Settlement Agreement and settlement set forth therein.

 17. The Settlement Agreement and settlement is not a concession or admission and

1 shall not be used against Defendant or any of the Released Parties as an admission or indication
2 with respect to any claim of any fault or omission by Defendant or any of the Released Parties.
3 Whether or not the Settlement Agreement and settlement is finally approved, neither the
4 Settlement Agreement, nor any document, statement, proceeding, or conduct related to the
5 settlement, nor any reports or accounts thereof, shall in any event be:

- 6 a. Construed as, offered or admitted in evidence as, received as, or deemed to be
7 evidence for any purpose adverse to the Released Parties, including, but not
8 limited to, evidence of a presumption, concession, indication, or admission by
9 Defendant or any of the Released Parties of any liability, fault, wrongdoing,
10 omission, concession, or damage; or
- 11 b. Disclosed, referred to, or offered or received in evidence against any of the
12 Released Parties in any further proceeding in the above-captioned action
13 (“Action”), or in any other civil, criminal, or administrative action or proceeding,
14 except for purposes of settling the Action pursuant to the Settlement Agreement
15 and settlement.

16 18. In the event the settlement does not become effective in accordance with the
17 terms of the Settlement Agreement, or the Settlement Agreement is not finally approved, or is
18 terminated, canceled or fails to become effective for any reason, this Order shall be rendered
19 null and void and shall be vacated, and the Parties shall revert to their respective positions as of
20 before entering into the Settlement Agreement, as set forth in Section 15.03 of the Settlement
21 Agreement.

22 19. The Court orders the following **Implementation Schedule** for further
23 proceedings:

- 24 a. Deadline for Defendant to submit
25 List of Persons in Settlement Class
to Claims Administrator (within
14 days after the Court Grants
Preliminary Approval): **2024**

- 1
- 2 b. Deadline for Claims Administrator
- 3 to Mail the Short Form Notice to
- 4 Settlement Class Members (within
- 5 30 days after the Court Grants
- 6 Preliminary Approval): , 2024
- 7 c. Claims Deadline (within 135 days
- 8 after the Court Grants Preliminary
- 9 Approval): , 2024
- 10 d. Objection/Exclusion Deadline
- 11 (within 90 days after the Court
- 12 Grants Preliminary Approval): , 2024
- 13 e. Deadline for Class Counsel to file
- 14 Motion for Final Approval of
- 15 Class Action Settlement: , 2024
- 16 f. Deadline for Class Counsel to file
- 17 Motion for Attorneys' Fees, Costs
- 18 and Incentive Award: , 2024
- 19 g. Deadline for Claims Administrator
- 20 to Submit Declaration Detailing
- 21 Claims/Opt Outs/Objections
- 22 (within 15 days following the , 2024
- 23 Objection/Exclusion Deadline):
- 24 h. Deadline to Submit Any
- 25 Responses to Objections and/or , 2024
- Reply Brief:
- g. Final Approval Hearing Date: , 2024 at

IT IS SO ORDERED.

Dated: _____, 2024

BY _____
HON. ANNE-CHRISTINE MASSULLO

EXHIBIT B

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PREPARED FOR:	PREPARED BY:
Adrian R. Bacon, Esq. <i>Law Offices of Todd M. Friedman, P.C.</i>	Kyle A. Mason, JD, CLMP Market Growth Leader (714) 473-2121 cell kyle.mason@eisneramper.com Legal Administration Services EAG Gulf Coast LLC^
	Hollie Spicer Director (919) 522-3790 cell hollie.spicer@eisneramper.com

Case Name: *Jweinat et al. v. loanDepot.com, LLC*, No CHC-23-605149 (Cal.)

Project Description: Cost Estimate for Settlement Administration Services

Estimate Summary	Cost Estimate
<i>Direct Notice</i>	\$ 25,755
<i>Website</i>	\$ 9,975
<i>Claimant Support & Communications</i>	\$ 9,855
<i>Claims Administration</i>	\$ 13,090
<i>Distributions and Reporting</i>	\$ 14,258
<i>Planning, Administration & Management</i>	\$ 6,750
Subtotal: Project Cost Estimate (excl. postage):	\$ 79,683
Estimated Postage Costs:	\$ 30,147
Total Estimated Project Costs:	\$ 109,830

Standard Hourly Rates (Subject to Change)

Director	\$325-\$450
Associate Director	\$275-\$325
Consulting Manager	\$200-\$275
Software Developer	\$175-\$300
Senior Consultant	\$150-\$175
Staff Consultant	\$125-\$150
Claims Analyst	\$100-\$125
Project Coordinator	\$75-100

KEY ASSUMPTIONS USED TO PREPARE THIS ESTIMATE

Description	Volume	Percentage
Total Class Member Population	118,139	100%
Class Member Population w/ Mailing Address Info. Available	118,139	100%
Class Member Population w/ Email Address Info. Available	70,883	60%
Initial Email Volume	70,883	100%
Undeliverable Email Rate	10,633	15%
Initial Mail Volume	47,256	40%
Supplemental Mail to Email Bouncebacks	10,633	5%
Undeliverable Mail Rate	4,632	8%
Skip Tracing Hit Rate	2,780	60%
Forwarding Address Hit Rate	47	1%
Total Estimated Claims Submissions	5,906	5%
Total Online Claims	4,214	71.4%
Total Hard Copy Claims	1,692	28.6%
Deficient Claims	59	1%
Disbursement via Standard Check	5,847	5%
Undeliverable Mail Rate - Checks	147	2.5%
Check Reissues	103	
Claim Form Pages	4	
Claim Form Fields	40	
Opt Outs/Objections	25	
Full Notice Requests	150	
Number of IVR Calls (as a percentage of the claim volume)	1,773	1.5%
Connect Minutes per Call - IVR	3	

The document includes CONFIDENTIAL and proprietary information of Postlethwaite & Netterville, APAC^ and disclosure without prior written consent is strictly prohibited.

CLAIMS ADMINISTRATION COST ESTIMATE

Direct Notice	Volume	Unit	Estimated Unit Cost	Cost Estimate
Class List Data Processing and Research				
Processing Class Data List, Database Setup, and Notice List Production	20	Hours	\$ 155	\$ 3,100
Email Address Hygeine and Verification	70,883	Emails	\$ 0.01	\$ 709
Notice Consulting & Design	12	Hours	\$ 175	\$ 2,100
Email Notice				
Email Notice Setup and Formatting	1	One Time Fee	\$ 1,250	\$ 1,250
Email Blast	70,883	Emails	\$ 0.05	\$ 3,544
Mail Notice				
Notice Setup and Formatting	1	One Time Fee	\$ 1,250	\$ 1,250
Print/prep Postcard Notice (double postcard w/ Unique ID - includes 48-month NCOA) ¹ - minimum fee of \$1,500	47,256	Postcards	\$ 0.13	\$ 6,143
Supplemental Mail to Email Bounces				
Print/prep Supplemental Postcard Notice (double postcard w/ Unique ID, and pre-filled with phone number on claim form - includes 48-month NCOA) ¹	10,633	Postcards	\$ 0.17	\$ 1,808
Processing Undeliverable Mail and Re-Mailing				
Processing Undeliverable Mail - minimum fee of \$250	4,632	Postcards	\$ 0.10	\$ 463
Skip Tracing Inputs - minimum fee of \$250	4,632	Input	\$ 0.10	\$ 463
Skip Tracing Results - minimum fee of \$250	2,780	Per Hit	\$ 0.25	\$ 695
Notice Re-mails ¹ - minimum fee of \$1,000	2,826	Postcards	\$ 0.30	\$ 1,000
Notice Campaign Management & Reporting	16	Hours	\$ 155	\$ 2,480
			Subtotal:	\$ 25,755

Case Website	Volume	Unit	Estimated Unit Cost	Cost Estimate
Case Website Setup and Design	1	One Time	\$ 2,250	\$ 2,250
Online Claim Form Development	30	Hours	\$ 175	\$ 5,250
Monthly Website Hosting and Claims Portal Maintenance	9	Month	\$ 275	\$ 2,475
			Subtotal:	\$ 9,975

Claimant Support and Communications	Volume	Unit	Estimated Unit Cost	Cost Estimate
Setup and Design of IVR (English only, additional costs for each additional language)	1	One Time Fee	\$ 1,250	\$ 1,250
IVR Monthly Maintenance Charge	9	Months	\$ 75	\$ 675
Per Minute Usage Costs for IVR	5,319	Minutes	\$ 0.25	\$ 1,330
Direct Communication with Class Members	5,400	Minutes	\$ 1.00	\$ 5,400
Fulfilling Detailed Notice & Claim Form Requests (a minimum fee that assumes fulfillment in bi-weekly batches during claim period)	4	Batch	\$ 300	\$ 1,200
			Subtotal:	\$ 9,855

Claims Administration	Volume	Unit	Estimated Unit Cost	Cost Estimate
Data Intake, Management, and Processing				
P.O. Box Set Up and Maintenance	1	Annual	\$ 750	\$ 750
Processing Opt-Outs and Objections - minimum fee of \$500	25	Opt-Outs	\$ 5	\$ 500
Online Claims Processing - minimum fee of \$500	4,214	Claims	\$ 0.75	\$ 3,161
Hard Copy Claim Form Intake and Data Capture - minimum fee of	1,692	Claims	\$ 2	\$ 3,384
Claims Review and Analysis	40	Hours	\$ 125	\$ 5,000
Claim Deficiency/Denial Notices - minimum fee of \$250	59	Notices	\$ 5	\$ 295
			Subtotal:	\$ 13,090

CLAIMS ADMINISTRATION COST ESTIMATE (continued)

Distributions and Reporting	Volume	Unit	Estimated Unit Cost	Cost Estimate
Fund Distribution				
Disbursement Preparation, Allocations, QC, & Management	12	Hours	\$ 155	\$ 1,860
Check Printing ¹ - minimum fee of \$750	5,847	Checks	\$ 0.70	\$ 4,093
Re-issue Processing and Banking				
Re-Issue Processing Fee Minimum	1	Minimum Fee	\$ 1,250	\$ 1,250
Processing Undeliverable Checks	147	Checks	\$ 0.50	<i>Included</i>
Skip Tracing Inputs - Undeliverable Checks	147	Per Input	\$ 0.25	<i>Included</i>
Skip Trace Results - Undeliverable Checks	103	Hit	\$ 0.50	<i>Included</i>
Print Check Reissues ¹	103	Checks	\$ -	<i>Included</i>
Payment Distribution Reporting	12	Hours	\$ 155	\$ 1,860
Bank Reconciliation and Tax Reporting				
Bank Account Reconciliations and Reviews	9	Months	\$ 300	\$ 2,700
QSF and Bank Account Setup	1	One Time	\$ 995	\$ 995
QSF Tax Filings	2	Years	\$ 750	\$ 1,500
1099 Tax Form Distributions and eFilings ²	TBD	Per 1099	\$ 2.95	TBD
			Subtotal:	\$ 14,258

Project Planning, Administration, & Management	Volume	Unit	Estimated Unit Cost	Cost Estimate
Planning, Administration, & Management	30	Hours	\$ 155	\$ 4,650
Court/Settlement/Process Documents and Declarations	12	Hours	\$ 175	\$ 2,100
			Subtotal:	\$ 6,750

Estimated Postage Costs³	Volume	Unit	Estimated Unit Cost	Cost Estimate
Notice Postcard Mailings	47,256	Postcards	\$ 0.406	\$ 19,186
Supplemental Notice Postcard Mailings	10,633	Postcards	\$ 0.419	\$ 4,455
Notice Re-mails	2,826	Postcards	\$ 0.419	\$ 1,184
BRM Account Setup	1	One Time Fee	\$ 750	\$ 750
BRM Postage on Return Postcard Claim Forms	1,438	Postcards	\$ 0.587	\$ 844
Deficiency Letters	30	Letters	\$ 0.69	\$ 20
Disbursement Checks	5,847	Checks	\$ 0.622	\$ 3,637
Check Reissues	103	Checks	\$ 0.69	\$ 71
			Subtotal:	\$ 30,147

Estimated Project Cost (excl. postage):	\$ 79,683
Estimated Project Cost (incl. postage):	\$ 109,830

Key Notes:

¹ Due to raw material supply chain volatility, P&N reserves the right to re-quote print pricing based on current market conditions at the time of actual print production. The unit pricing for print production quoted above is for current market rates.

² Assumes that all information needed for issuing 1099s (e.g. Tax ID numbers) is collected via the claim form or provided directly by Defendant.

³ Postage rates are estimates based on estimated USPS postage rate increases that went into effect on July 14, 2024 and may fluctuate.

[^] As of May 22, 2023, the Directors & employees of Postlethwaite & Nettwerville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named and contracted, EAG Gulf Coast, LLC employees will service the work under those agreements. P&N's obligations to service work may be assigned by P&N to Eisner Advisory Group, LLC or EAG Gulf Coast, LLC, or one of Eisner Advisory Group LLC's or EAG Gulf Coast, LLC's subsidiaries or affiliates.

*All unit-based pricing is tiered by volume and priced above according to where the estimated rate volume falls within the tiered pricing.

*Estimated Project Costs are contingent on the key assumption that class data is delivered per P&N Data File Transmission Guidelines.

*The costs reflected in this document are ESTIMATES based on key assumptions and is NOT intended to be a final quote or contract between P&N and any other party.

*All line item costs via hourly rates are ESTIMATES and reflect a minimum hourly rate per category. Actual hourly rates may vary based on actual time incurred and the rates found in the current Standard Hourly Rates table. The rates included within the estimate are a blended estimate of the Standard Hourly Rates for each service.

*Estimated Unit Costs may indicate estimated blended rate for services provided by P&N.

* P&N may derive financial benefits from financial institutions in connection with the deposit and/or investment of settlement funds with such institutions, including, without limitation, discounts on certain banking services/fees and compensation for services P&N performs for financial institutions to be eligible for FDIC deposit insurance and in connection with the disbursement of funds in foreign currencies.

*All up front costs for notice administration (print, postage, email and publication notice) must be paid 5 business days prior to the program inception.

EXHIBIT C

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Legal Notice of Proposed Class Action Settlement

You may be Eligible for a Payment from a Class Action Settlement.

Subject to Court approval, a settlement has been reached in the class action lawsuit *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149 (the “Action”). The Action alleges that loanDepot.com, LLC (“Defendant”) debited funds from consumers’ bank accounts on a reoccurring basis without providing consumers copies of their written electronic fund preauthorizations, allegedly in violation of the Electronic Funds Transfer Act, 15 U.S.C. § 1693 *et seq.* (the “EFTA”) and the “unlawful” prong of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”). Defendant denies any wrongdoing, but has agreed to settle the Action to avoid further litigation. The settlement will create a fund of **\$1,025,000**, to be paid by Defendant. The \$1,025,000 Settlement Fund will be used to pay: (i) Class Counsel’s attorneys’ fees, not to exceed \$341,632.50 (or 33.33% of the Settlement Fund), (ii) Settlement Administration Costs incurred by the Claims Administrator, not to exceed \$190,000.00, (iii) litigation costs and expenses, not to exceed \$15,000.00, and (iv) incentive awards to the named Plaintiffs Jamie Jweinat and Richard Lechleitner (“Class Representatives”), not to exceed \$10,000.00 each. After the deductions referenced above, it is estimated that there will be approximately \$458,367.50 for the Settlement Class Members, to be distributed pro rata.

Am I a Settlement Class Member? You are included in the Settlement Class if you fall within the following definition: "All persons in the United States whose bank accounts were debited on a reoccurring basis by loanDepot.com, LLC without such person being provided a copy of the authorization to make a preauthorized electronic fund transfer, between September 21, 2021, and October 6, 2023, inclusive, except loanDepot.com, LLC, its employees, officers, and directors, and the Court staff and judge(s) assigned to this matter."

How do I get a payment? If you are a Settlement Class Member and want to receive a payment as part of the settlement, you need to complete and submit the enclosed claim form by mailing it to **[Address of Claims Administrator]**. Your valid and complete claim form must be postmarked no later than **[X]**. After the Court grants final approval of the Settlement, you will then receive a check in the mail for an amount that shall be calculated pro rata based on the total number of valid claim forms that are received by the Claims Administrator. **Failure to timely submit a valid claim form will make you a Settlement Class Member and bind you to the terms of the Settlement Agreement, but will also forfeit your right to claim your portion of the Settlement Fund.**

What are my rights? If you do not want to be legally bound by the settlement, you must exclude yourself from the Settlement Class by opting out. **The deadline to exclude yourself is [date]. If you exclude yourself from the Settlement Class, or fail to timely submit a valid claim form, you will not receive any money from the settlement.** If you do not exclude yourself, you will release any claims against Defendant that were asserted, have been asserted, or could have been asserted in the Action, or arise out of or relate in any way to reoccurring electronic fund transfers, provision of copies of written preauthorizations therefor, compliance with the notification and documentation requirements of any provision of the EFTA or related regulatory or administrative promulgations and case law, including, but not limited to, claims under or for a violation of the EFTA, and any other statutory or common law claim arising

from the reoccurring electronic fund transfers. This release specifically extends to, among others, unknown claims, or claims which you do not know or suspect to exist at the time of this settlement. Section XIV (“Release of Claims”) of the Settlement Agreement describes in greater detail the legal claims that you are giving up if you remain in the Settlement Class. The Settlement Agreement is on file with the Court and can be viewed at [EFTAsettlement.com].

If you do not exclude yourself and remain in the Settlement Class, you may object to the settlement by [date]. Section 11.02 (“Objections”) of the Settlement Agreement describes in detail the steps you must take to object to the settlement. The Court will hold a hearing on [date] to consider whether to approve the settlement, but to object to the settlement, you must first file a written objection with the Court and serve the objection on counsel representing the Settlement Class and counsel for loanDepot.com, LLC. You may also hire an attorney at your own expense to appear or speak for you at the hearing.

For more information about the settlement, including your legal options and rights to exclude yourself or object to the Settlement, visit [www.EFTAsettlement.com] or call XXX-XXX-XXXX.

Carefully separate this Claim Form post card at the perforation

«Barcode» Claim #: «ClaimID» «First1» «Last1»

You may be eligible for a cash payment from this class action settlement. To complete this Claim Form, please provide your current address, phone number, an **original signature**, and the date. Please then mail the complete Claim Form to **XXXXXX** by **XXXX XX, 2024**.

Cellular Phone Number (Required): (_ _ _) - _ _ _ - _ _ _ _
Current Address (Required):

Attestation (Required):

I attest under penalty of perjury that my bank account was subject to reoccurring electronic funds transfers by loanDepot.com, LLC without my receiving a copy of the written electronic fund preauthorization between September 21, 2021 and October 6, 2023, inclusive. I further attest under penalty of perjury that I am not an employee or agent of loanDepot.com, LLC, or Court staff or the judge(s) assigned to *Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-605149.

Signature: _____ Date: _____

Mail this Claim Form on or before **XXXX XX, 202X**.

XXX«ClaimID»

«ClaimID»

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